

OPAL LETTINGS LTD. TERMS OF BUSINESS

Between the Landlord:

First Landlord's Name	First Landlord's Address
Second Landlord's Name	Second Landlord's Address

("The Landlord")

and the Agent:

Opal Lettings Ltd	16 Richmond Close, Huntingdon, PE29 7LD
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("The Agent")

For the property:

Address(s) of Property(s) to be Rented
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These Terms of Business set out the services The Agent can provide to The Landlord and also set out the corresponding responsibilities of the Landlord.

Please read these Terms of Business carefully.

If there are any parts, which you do not fully understand, you should seek independent clarification and advice.

These Terms of Business will bind you as soon as you sign and return them to Opal Lettings Ltd.

The letting and / or management of your property cannot proceed until this document has been signed, dated and returned to Opal Lettings Ltd.

TERMS OF BUSINESS

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following definitions and interpretations apply:

- 1.1 “The Landlord” means an individual or company who lets property. The party named on the front page of this Agreement and any person who has an interest in The Property, even if not named on this Agreement.
- 1.2 “The Agent” means an individual or company who lets or manages property on behalf of its owner. In this case Opal Lettings Ltd, whose details appear on the front page.
- 1.3 “The Tenant” means the parties named on the tenancy agreement as the tenant of The Property.
- 1.4 “The Property” means the premises, the address of which is noted on the first page of this Agreement, or any subsequent change to the address made by the local authority.
- 1.5 “The Room” means the room, studio or part of a property let to a tenant on an individual tenancy that forms part of the property.
- 1.6 “Term” means the total length of a tenancy introduced or negotiated by or through The Agent and includes any subsequent letting by The Landlord, to The Tenant, whenever the subsequent letting has been negotiated by The Agent.
- 1.7 “Stakeholder” means an individual or company, e.g. Opal Lettings Ltd. or a solicitor, who holds the deposit as a trustee on behalf of both parties. Whenever possible agreement of both parties should be obtained (in writing) as to how the deposit is to be disbursed.
- 1.8 “HMO” means Houses in Multiple Occupation and includes reference to licensed and non-licensed HMO’s
- 1.9 “Deposit” means any sum collected from the tenant at the start of the tenancy, (or within 14 days of the tenancy becoming an Assured Shorthold Tenancy within the meaning of the Housing Act 1988 if this occurs after the receipt of the deposit), as prescribed in the tenancy agreement and held by the Member on behalf of the tenant as security against performance of obligations under the tenancy agreement; any damage to the property etc.; and/or non payment of rent during the tenancy period.
- 1.10 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.
- 1.11 “Services, Utility and Utilities” are suppliers of services to The Property. A specified list of the agreed services is referred to in the Information about the Property
- 1.12 If there is more than one person signing as The Landlord all parties will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together.

2. APPOINTMENT AND AUTHORITY

2.1 Appointment: Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The Property. The Agent accepts such appointment. There is no minimum term for this appointment (refer to Termination clause 4)

2.2 Authority: The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself for level of service requested in this Agreement. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the action is negligent or in breach of contract. The other provisions of this Agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.

2.3 Authority to Let: If The Property is leasehold or has a mortgage The Landlord shall:

2.3.1 Notify the lessor and or lender of the intention to let and obtain all necessary consents for letting in writing.

2.3.2 Provide The Agent with any clauses contained in the head lease that the landlords tenant must comply with prior to the start of the tenancy. The Landlord should be aware that if the information is not provided the Tenant will not have to abide by the terms of the head lease which could put The Landlord in breach of the head lease leading to the possibility of The Landlord losing The Property.

2.3.3 Provide to The Agent a copy of the written authority from the lender granting consent to let, together with any conditions imposed by the lender, which need to be included in the tenancy agreement. The Agent reserves the right to seek confirmation of this consent if not provided within fourteen days of the commencement of the tenancy.

2.4 Entitled: The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents and that he is entitled to all revenue collected on The Property.

2.5 Authority to Sign: Where required, this Agreement gives The Agent the right to sign tenancy documentation and notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notice.

2.6 Authority to Deduct: Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of negligence or breach of contract.

3. THE LANDLORD AGREES & UNDERTAKES

3.1 Preparation: The Landlord agrees to prepare the Property and ensure it will be thoroughly cleaned and gardens, if applicable, will be in good seasonal condition at commencement of each new tenancy.

3.2 Redirection of Post: The Landlord understands that The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements be made prior to commencement of the tenancy, and for the duration of The Property being let, for it to be redirected by the Post Office.

3.3 Fit to Let: The Landlord confirms that The Property is fit to be let and that all appliances comply with current, and will be kept compliant with future, safety regulations. When signing this Agreement The Landlord confirms that all machinery, gas and or oil appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions for use.

3.4 Gas: The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, at least 7 days prior to commencement of a tenancy, a copy of the current safety record from a registered GAS SAFE installer (together with a copy of the installer's current registration) or authorise

The Agent to use his regular safety testing contractor. The Landlord also agrees to provide the Agent, at least 7 days before renewal a valid safety record at any point during a tenancy, whilst the Agents services are being provided. If no record is produced by that date The Landlord agrees to permit The Agent to arrange the gas safety check. The Landlord also agrees to provide written instructions for the use of all gas appliances. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.

3.5 Electrical: The Landlord agrees to comply with the Plugs and Sockets Etc (Safety) Regulations 1994, and Electrical Equipment (Safety) Regulations 1994 and shall provide to The Agent, at least 7 days prior to the commencement of the tenancy, a copy of an inspection report for all electrical wiring and appliances as applicable offered with the letting. If the Landlord fails to provide current certificates as required in this clause the Agent accepts no liability or responsibility for any claims of loss or injury or compensation relating to the tenant, contractor or visitor to the property. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.

3.6 Furniture: The Landlord agrees to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. If the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove from The Property and dispose of, prior to the commencement of the tenancy at the expense of The Landlord, any items that do not comply. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.

3.7 Legionnaire's Disease: The landlord agrees to indemnify the Agent should the tenant become ill or die as a result of legionnaire's disease. Legionnaire's disease is an infection cause by breathing small droplets of contaminated water from natural and artificial water systems. The bacteria can survive temperatures between 20-45 degrees centigrade; the easiest way to ensure systems are free from the harmful bacteria is to have them cleaned; and to run the systems for a period of time. The landlord confirms to understand and agree that the agent will not employ a competent person to perform a full risk assessment prior to the commencement and during any tenancy and should the landlord require this they will organise this themselves

3.8 Shared HMO's In the event that the property is let as a house in multiple occupancy but does not require licensing, the agent agrees to carry out a risk assessment prior to the commencement of the tenancy and provide the landlord will a list of safety improvements to be completed before the tenancy starts. The agent will endeavour to increase the rent per calendar month to compensate the costs incurred. Failure to complete the safety improvements will prevent the agent from letting the property as a house in multiple occupancy. Should the property require licensing, please see 3.7

3.9 Houses in Multiple Occupation (HMO): The landlord authorises the agent to obtain and maintain any legally required licence or other such requirement for the duration any property is being occupied as a HMO should these requirements not be fully discharged by the landlord.

3.10 Compensation: The Landlord agrees to and will reimburse and compensate The Agent against all expenses claims liabilities and losses incurred by or imposed on them in the performance of their obligations under this Agreement, unless the loss or liability arises through negligence or breach of contract.

3.11 Substandard Repairs: The Landlord acknowledges that The Agent will not, as part of their normal duties, supervise any major repair works nor provide specialist advice to The Landlord regarding repairs required to The Property. These services can be provided at an additional charge, if requested by The Landlord in writing. The details can be provided upon request. The Agent accepts no liability for any loss or damage arising from

the sub-standard or inadequate repair works or from any other default by a repairing contractor. This does not apply if it is due to the negligence or breach of contract of The Agent, or because The Agent selected a contractor who was not qualified to carry out the work.

3.12 Smoke Alarm: The Landlord acknowledges that unless other legislation requires a higher standard of fire warning, a minimum of one smoke alarm per floor should be provided at The Property. If the Landlord fails to provide smoke detectors the Agent accepts no liability or responsibility for any claims of loss or injury or compensation relating to the tenant, contractor or visitor to the property.

3.13 Household Insurance: The Landlord acknowledges that if The Property is not covered by Buildings & Contents Insurance arranged through The Agent, The Landlord undertakes to maintain appropriate and adequate insurance for The Property and contents throughout the time it is let and to notify the insurers of the fact The Property is being let and of periods of non-occupation. The Landlord is advised that if he does not notify the insurer that The Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if The Property is not furnished, to cover any damage or personal injury claim made by a Tenant or a visitor to The Property.

3.14 Vacant Periods: The Landlord agrees that it is not The Agent's responsibility to supervise The Property when it is not let. Should The Landlord wish The Property to be managed during any void period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge in accordance with the Scale of Charges sheet attached. The service can only commence when cleared funds covering the cost of four visits has been received, which will have to be topped up every four weeks upon written demand. This service will include one weekly visit to The Property, visually checking the contents and security and reporting to The Landlord thereafter. The Agent cannot be liable for any hidden or latent defects. The Agent will not levy this charge during reletting periods where viewings by prospective tenants are carried out.

3.15 Loss or Damage: The Landlord agrees that The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of The Agent.

3.16 Fleas, Pests and Bed bugs: Bed bugs are a small parasitic insect of the family Cimicidae (most commonly *Cimex lectularius*). During routine inspections and the final inspection we will look for signs of fleas, pests and bed bugs in bedrooms. If we find signs of these bugs during a visit we will contact you to discuss and agree a course of action. It is possible that an infestation goes unnoticed at the time of a routine and a final inspection possibly resulting in you having to engage the services of a pest controller. Should this unfortunate situation arise Opal Lettings Ltd. cannot be held liable.

3.17 Provision of Insurance Certificates: The Landlord agrees to provide copies of the relevant sections of the buildings and contents insurance policies to The Agent prior to the start of the tenancy for provision to The Tenant. The Landlord should be aware that if the documentation is not supplied The Tenant does not have to comply with any conditions of The Landlord's insurer and in particular any requirements if The Property is left vacant for a period of time.

3.18 Keys: The Landlord will provide to The Agent keys on the following scale:

3.18.1 Initially a minimum of one set of keys to afford access to The Property, including any garage

3.18.2 Additionally before a tenancy commences 2 further sets of keys to every lock in The Property including all doors, windows and other locks at The Property.

3.18.3 The Agent will retain one set for the purposes as stated in the tenancy agreement. If insufficient keys are provided, The Landlord agrees that The Agent may have the required set/s made and all costs will be borne by The Landlord.

3.19 Damage caused by tenants: The Landlord acknowledges that costs making good damages caused by any tenants or replacing missing property of The Landlords is not the responsibility of The Agent save for The Agents negligence.

3.20 HMO Service charges: The Landlord acknowledges that the charges to The Tenants for the supply of services and utilities may not cover the full costs and therefore indemnifies The Agent against any shortfall and authorises The Agent to collect any shortfall from rent collected.

3.21 The Landlord accepts that The Agent may replace the Terms of Business giving at least two months written notice.

3.22 The Landlord accepts that instructing The Agent to commence advertising considers their acceptance of the terms herewith.

4. TERMINATION

4.1 Terminating the Agreement before an Application Received: Prior to finding a tenant acceptable to The Landlord, either party may end this Agreement by issuing to the other seven days' notice in writing.

4.2 Terminating the Agreement during an Application Period: The Landlord agrees to pay the Agent a fee of £29.00 to cover the cost of advertising should the Landlord decide to withdraw the property during the Tenant Application and Referencing period. n/a

4.3 Terminating Management: A landlord may terminate this agreement without cost at the end of a tenancy once vacant possession has been reached or during management which will be subject to a charge referred to in the Scale of Charges. It is express conditions that the agent will retain no documentation relating to the tenancy and that the landlord takes full responsibility for all documentation should the landlord decide to end the management agreement.

4.4 Agent Terminating the Agreement: The Agent reserves the right to cancel the agreement with 30 days written notice

4.5 Transferring the Tenancy Deposit: If The Agent is holding the tenancy deposit and The Landlord wishes it to be transferred to any other party, The Agent will only be able to effect such transfer with the written authority of both The Tenant and The Landlord.

4.6 7 Days Right to Cancel: A Landlord has a right to cancel this Agreement within 7 days of signing if the forms are signed away from the Agents offices. The Landlord by signing this Agreement authorises the Agent to commence marketing immediately.

5. FEES AND MONEY

5.1 Fees: The Landlord agrees to pay the appropriate fees for the level of service engaged as listed in the Scale of Charges sheet attached to this Agreement and any subsequent revision of those, notified according to this Agreement.

5.2 Interest Received: The Agent shall be entitled to retain any interest on any monies collected while held in their account; and any commission earned while acting on behalf of The Landlord.

5.3 Tenancy Deposit: The tenancy deposit paid by The Tenant will be held in The Deposit Protection Scheme until The Tenant has vacated The Property and the inventory and The Property in general have been checked. Deposit monies will, with the written consent of both The Landlord and The Tenant, be used to discharge any outstanding damage or rent claim due from The Tenant to The Landlord and the balance will be paid to The Tenant; subject to Tenancy Deposit Protection regulations.

5.4 Stakeholder: Where The Agent is authorised to do so, they will collect, and hold as Stakeholders, a deposit from The Tenant, against damage and any breach of the tenancy agreement.

5.6 Tenancy Deposit Protection: The agent warrants that dilapidation/damage deposits will be held within the framework and legal requirements of the Governments Tenancy Deposit Protection Scheme.

5.7 Inland Revenue: The Landlord agrees at all times to abide by HM Revenue and Customs rules for self-assessment. Full details can be found on the relevant HM Revenue and Customs website.

5.8 Disclosure to the Inland Revenue: The Agent will give to HM Revenue and Customs such information regarding the letting as they lawfully require, which is full details of every landlord and the annual rental income, but will not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.

5.9 Accountants: If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall provide to the representative copies of all rent statements, if requested, for a standard fee as per the Scale of Charges sheet attached.

5.10 Housing Benefits: Where The Tenant is entitled to housing benefit contributions The Landlord agrees to compensate and reimburse The Agent with any amount received by The Landlord which is deemed by the Local Authority to be overpaid benefit and is subsequently clawed back by them from The Agent.

5.11 Court Attendance: The Agent's agreed attendance at any Rent Assessment Committee, Court or Tribunal, as appropriate, on behalf of The Landlord, or other work not specified as included within a particular service, will incur an additional charge at the nominated Hourly Rate advised on the Scale of Charges sheet attached.

5.12 Insurance Claims: Handling of insurance claims will incur a fee as advised in the Scale of Charges sheet attached.

5.13 Introduction of a Buyer: In the event of a party introduced by The Agent (or a person or body corporate associated with that party) subsequently purchasing The Property either before or after entering into a tenancy agreement, commission shall be payable to The Agent on completion of that sale at the rate advised in the Scale of Charges sheet attached. In consideration of such commission, The Agent will conduct negotiations between their introduced purchaser and The Landlord in respect of:

5.13.1 Securing from the proposed purchase in writing their offer of purchase, anticipated completion date of purchase, details of action Solicitor and Surveyor, whether the purchase is to be cash or mortgage and, as appropriate, written advice from the fund holder that sufficient funds are in place for the proposed purchase.

5.13.2 Forwarding the above information to The Landlord, requesting their response in writing confirming acceptance of the offer, agreed anticipated completion date of purchase and The Landlord's acting solicitor.

5.13.3 Producing and issuing to both parties an agreed Memorandum of Sale.

5.13.4 Issuing to both parties' respective solicitors, copies of the agreed Memorandum of Sale.

5.14 Compensation: The Landlord agrees to reimburse and compensate the Agent for any claim, damage or liability suffered as a result of acting on the landlord's behalf, unless it is due to negligence or breach of contract of the agent or their employees.

THE AGENTS SERVICES

6. TENANT FIND SERVICE

6.1 Valuation: The Agent will visit The Property to view it and provide an indication of the likely rent achievable.

6.2 Advertising: The Agent will market The Property to best attract a suitable tenant. Please notify The Agent in writing if there is a previous agreement with the lessor or other interested party not to erect a To-Let board.

6.3 Viewings: As and when prospective tenants are interested in viewing The Property, The Agent will either accompany these people to The Property with keys provided by The Landlord, or arrange a mutually convenient appointment for them to meet The Landlord and The Agent at The Property.

6.4 Applications: The Agent will receive written applications from prospective tenants. A reservation deposit equal to one months rent will support the application.

6.5 References: The Agent will take up references appropriate to the tenant applicant. If these references are in order the details of the applicant will be forwarded to The Landlord for written approval. Once approved the Agent will pass the application data and reservation deposit to the Landlord less agreed fees and the Landlord will take on all responsibilities from this point ending the agents involvement. The Agent will not be responsible for any loss suffered by the Landlord when the Tenant has been selected by the Agent in good faith, unless the loss is due to negligence or breach of contract by the Agent.

6.6 Immigration Act 2014: The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all tenants before the initial move in. The Landlord will be responsible for any further work needed under the Immigration Act.

6.7 The Damage Deposit: A landlord receiving a dilapidation/damage deposit or bond from the tenants must then register it with a Tenancy Deposit Protection Scheme within 14 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you/the Landlord in the County Court. The Court will make an order stating that you/the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you/the Landlord a possession order. We have/the Agent has no liability for any loss suffered if you/ the Landlord fail to comply.

6.8 The Agent must be provided a copy of the landlord safety record before releasing funds to the Landlord. This is to ensure the Landlord has complied with their gas safety regulations.

6.9 The agent will remind you when gas or electrical safety certificates expire. The agent accepts no responsibility for any loss injury or claim by you, your tenant, your contractors or visitors to the property.

7. LET ONLY SERVICE

All of the Tenant Find Service plus;

7.1 Draft Agreement: When an applicant is found The Agent will provide them with a draft tenancy agreement and advise them to take independent legal advice on the contents.

7.2 Legal Tenancy Documents: The Agent will once written or verbal approval of the proposed tenancy has been received from the landlord, arrange and prepare a suitable tenancy agreement and required legal notices.

7.3 Safety Tests: The Agent will arrange all necessary safety tests as authorised by the Landlord.

7.4 The Agent must be provided a copy of the landlord safety record before releasing funds to the Landlord. This is to ensure the Landlord has complied with their gas safety regulations.

7.5 The agent will not remind you when gas or electrical safety certificates expire. The agent accepts no responsibility for any loss injury or claim by you, your tenant, your contractors or visitors to the property.

7.6 Inventory and Visual Condition Record: The Agent will prepare and issue a Statement of Condition which will include a visual condition record plus written inventory of the fixtures and fittings, together with safety records as appropriate and arrange for The Tenant to sign the counterpart Statement of Condition agreeing to notify the agent within 5 days of the commencement of tenancy of any faults not recorded or faults requiring a more detailed record.

7.7 Start of Tenancy: The Agent will ensure that all legal documents are duly signed; that any part of the first months rent remaining outstanding is paid in full and as cleared funds. The Agent will collect the agreed damage deposit as cleared funds unless already paid. The Agent will release keys. The Agent will then account to The Landlord and provide a statement of account showing fees deducted. The Agent will provide the tenant with the Landlords bank information to enable the tenant to establish a standing order.

7.8 Sharing Contact Information: The Agent will provide the Landlord and Tenant with contact data including address, phone numbers and email addresses.

7.9 Utilities: The Agent will notify the utility companies, except telephone providers who will not accept such instructions, of the responsibilities of The Tenant to pay for services to The Property as from the date of the commencement of the tenancy. The Landlord agrees to pay any outstanding utility charges up to and including the date upon which The Tenant occupies The Property and for any void period between tenancies.

7.10 Council: The Agent will notify the local authority that the tenancy has started and of the liability of The Tenant to pay Council Tax.

7.11 End of Tenancy: The Agent will carryout a final inspection of The Property and check the statement of condition and the visual inventory record of The Property and issue a report detailing the results initially to The Landlord. Tenancy Deposit Protection (or any replacement scheme) regulates the timescales for agreement. If an agreement is not made within 28 days of the lawful end of tenancy and the vacation of the property we must notify the Member Firm that there is a dispute with the deposit. Initially the cost of repairs and other work will be payable by The Landlord, with reimbursement of any costs that are later agreed with The Tenant as payable by The Tenant for any damage at The Property and maybe charged to the damage deposit.

7.12 The Damage Deposit: Refer to clause 8.22

8. FULLY MANAGED SERVICE

All of the Tenant Find & Let Only Service plus;

8.1 Houses in Multiple Occupation: The Agent will identify if the application is going to create a HMO.

8.2 Inventory and Visual Condition Record: The Agent will prepare and issue a Statement of Condition which will include a visual condition record plus written inventory of the fixtures and fittings, together with safety records as appropriate and arrange for The Tenant to sign the counterpart Statement of Condition agreeing to notify the agent within 5 days of the commencement of tenancy of any faults not recorded or faults requiring a more detailed record.

8.3 HMO Services: The Agent will pay and manage on behalf of The Landlord initially using funds received from the tenants for all specified utilities. These would normally include council tax; electricity; gas; water; sewage; broadband; cleaning and gardeners. The Landlord agrees to pay directly themselves any outstanding utility charges up to and including the date upon which occupation commences and for any void period.

8.4 Collection of Rent: The Agent will endeavour to collect rent and related payments due from The Tenant throughout the Term of the tenancy. The Agent cannot be held responsible if The Tenant fails to pay the contractual rent, unless it is due to negligence or breach of contract by The Agent. Appropriate action will be taken to seek to recover rent arrears from The Tenant. If this does not have the desired effect The Landlord will be advised to instruct solicitors who are specialists in Landlord and Tenant law to take further action. The Landlord will be responsible for the legal charges and expenses, unless covered by a legal expenses protection scheme.

8.5 Rent Arrears: In the event of The Tenant going into rent arrears beyond rent due date plus 4 working days The Agent will apply its own procedures and keep The Landlord informed of the situation. 7 day overdue - written reminder. 14- day overdue second stronger written reminder. 21 days overdue – visit to Property by senior management and 7 day warning of legal proceedings. 28 days overdue prepare to commence proceedings or start insurance claim. Copies of all documentation provided to The Landlord.

8.6 Rent Payment & Statements: The Agent will provide to The Landlord statements of all income received and expenditure incurred and pay over monies due to The Landlord at monthly intervals as agreed, provided cleared funds are received from The Tenant and the account remains in a positive state. Up to 10 working days should be allowed for funds to be cleared in your account subject to payment by the tenant.

8.7 Non Resident Landlords: The Agent will deduct tax at source if the Landlord is Non Resident and has not provided the Agent with the approval number obtained from HM Revenue and Customs for each individual making up The Landlord.

8.8 Deduction of Tax: If an approval number is not received and The Landlord resides outside the UK, The Landlord agrees that The Agent shall retain from rents a tax reserve equivalent to the basic rate of income tax on the rental income. This will be held in a client account and money due to HM Revenue and Customs will be paid on a quarterly basis. Providing this service will incur a charge at the Hourly Rate advised on the Scale of Charges sheet attached. After termination of this Agreement, The Agent shall hold the tax reserve until they receive written confirmation by HM Revenue and Customs that there is no further tax liability on The Agent.

8.9 Assignment: After commencement of tenancy, The Agent reserves the right to assign the rights and or obligations under this Agreement upon giving The Landlord two months' written notice.

8.10 Charges to the Landlords Accounts: The Agent will pay out of monies collected all statutory and other charges which are payable by The Landlord for The Property, provided The Landlord has arranged for all

relevant invoices and demands to be sent to The Agent and sufficient funds are held in the client account. If insufficient funds are held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other consequences suffered by The Landlord.

8.11 Property Visits: The Agent will visit The Property not less often than once every three months. Any visit is a "walk through" of The Property to ascertain any clearly visible repairs and maintenance and to find out from The Tenant any repairs that have come to his attention. It is not a survey or check of the inventory and statement of condition. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for hidden or latent defects, unless it is due to The Agent's negligence or breach of contract. If, in the opinion of The Agent, the occupants are not taking proper care of The Property The Agent will inform The Tenant, copying such information to The Landlord.

8.12 Maintenance & Statutory Maintenance: The Agent will arrange, with agreement from The Landlord, to carry out the following to ensure compliance with statutory and contractual obligations.

8.12.1 Under Sections 11 to 16 of The Landlord and Tenant Act 1985 which state that a landlord will: a. Keep the structure (including the drains, gutters and down pipes) and the exterior of The Property in good order and repair; b. Keep the installation for supply of gas, electricity and water in good repair, but not appliances for making use of the supply apart from sanitary conveniences; c. Keep the appliances for supply of space heating and water heating in repair; carrying out all repairs within a reasonable time of being notified.

8.12.2 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, damage to adjoining property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended

8.12.3 Other works to The Property in circumstances where because of lack of time or unusual circumstances it is not reasonably practical to obtain prior instructions from The Landlord. In these situations if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the discretion of The Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged.

8.13 Tenants Breach of Contract: If The Tenant is in breach of any condition in the tenancy, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord. If the tenancy is covered by legal protection or rent guarantee insurance, The Agent will undertake reasonable action to resolve the situation within the provisions of the policy. Otherwise, if legal action is required The Agent will instruct a solicitor to act on behalf of The Landlord. The Landlord may nominate a solicitor for this purpose by written notice to the agent prior to the commencement of the tenancy. In the absence of such nomination The Agent is given authority by The Landlord to appoint a solicitor on the Landlord's behalf and The Landlord will be responsible for the solicitor's fees, expenses and other charges.

8.14 Contractors Access to The Property: The Agent will try to arrange a mutually convenient time with The Tenant for contractors attending The Property to undertake work on The Landlord's behalf. Where this is not possible arrangements can be made by The Agent to meet the contractor at The Property. Waiting time will be charged at the Hourly Rate specified in the Scale of Charges sheet attached.

8.15 Houses in Multiple Occupation: The Agent will arrange for routine regulation checks to any fire alarm system; emergency lighting system; fire extinguishers and any other such equipment as maybe required by law. The costs of these being charged to The Landlords account.

8.16 Houses in Multiple Occupation: The Agent will advise The Landlord fully in respect of his legal obligations relating to properties forming a non licensed or a licensed HMO.

8.17 Paying Contractors: The Agent will pay for repairs from rent monies held. If there is insufficient funds to meet the cost of the repairs The Landlord will pay the balance to The Agent on written demand. The Agent cannot carry out repairs if The Agent holds insufficient funds; and cannot be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to negligence or breach of contract of The Agent.

8.18 Notices from The Tenant: The Agent will receive notices from The Tenant on behalf of The Landlord, advise The Landlord accordingly and take appropriate action.

8.19 Rent Reviews: The Agent will review the rent if there has been a notable change in local rental market and demand or when the tenancy is renewed. The Agent will make recommendations to The Landlord and serve a Section 13 Notice if relevant.

8.20 Repossession of The Property: If the tenancy is an Assured Shorthold Tenancy, upon The Landlord's written request, The Agent will serve notice on The Landlord's behalf, 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 of the Tenancy. If The Landlord wishes to secure repossession of The Property The Landlord must contact The Agent at the earliest opportunity to ascertain when possession may be sought. The Landlord should give The Agent at least 3 months' warning if The Landlord wishes to regain possession at the end of the fixed term; or during a periodic tenancy. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve The Tenant with the notice. Sometimes The Tenant will fail to comply with a notice and The Landlord will need to commence court proceedings to obtain a possession order.

8.20.1 Professional Services: The Landlord will need to employ the services of a solicitor for the service of other notices and for any court action.

8.21 Final Inspection: At vacation of The Property, The Agent will liaise with the tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly. The Agent will check the statement of condition and the visual inventory record at vacation of The Property and issue a report detailing the results initially to The Landlord. The Tenancy Deposit Protection (or any replacement scheme) regulates the timescales for conclusion. If The Property is to be re-let The Agent will arrange, according to the provisions of this Agreement, any repairs or other works which are, in the opinion of The Agent, required to put The Property into a suitable condition for letting. Initially the cost of repairs and other work will be payable by The Landlord, with reimbursement of any costs that are later agreed with The Tenant as payable by The Tenant for any damage at The Property.

8.22 Dilapidations Deposit: Opal Lettings Ltd (the Agent) is a member of The Deposit Protection Scheme The Deposit Protection Service (DPS)

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Telephone No. 0844 4727 000

8.22.1 The Agent is instructed by you the Landlord to hold the Deposit. The Agent shall do so under the terms of the Tenancy Deposit Scheme.

8.22.2 The Deposit Protection Service

At the end of the tenancy covered by The Deposit Protection Service :

8.22.3 If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

8.22.4 If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (unless timescales are agreed to be changed by both landlord and tenant) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

8.22.5 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by The Deposit Protection Service.

8.22.6 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

8.22.7 It is not compulsory for the parties to refer the dispute for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

8.22.8 If there is a dispute I/we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Deposit Protection Service will take appropriate action to recover the deposit and discipline me/us.

8.22.9 The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

8.22.10 Dealing with disputes from non-ASTs: The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute. o Landlord, tenant and agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £500, or 10% of the deposit, whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

8.23 Incorrect Information - The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss, or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

SCALE OF CHARGES

SERVICE OPTIONS:

Tenant Find Only: £99.00 payable for each letting where the tenant is introduced by The Agent. This will be invoiced and payable on the prospective tenants application being accepted by The Landlord.

Let Only: One month's rent payable for each letting to a tenant introduced by The Agent. Payable on commencement of tenancy and deducted from the rent collected at the commencement of tenancy. Subject to a minimum charge of £150.00

Full Management: £100 initial letting fee (This includes the set up fee and inventory fee) will be deducted from the first month's rent. A management charge of 12.0% HMO or 10.0% SL will be applied to all rent collected.

On change of Tenant the setting up fee is discounted to £95 (This includes inventory and end of tenancy fees)

Furnishings Inventory: If requested to prepare a furnishings inventory a one off charge of £60.00 will be charged in addition to the inventory preparation fee for the property.

Multi Agency When a property is listed with any other agents in addition to Opal Lettings Ltd. ~~a fee of £60 is due upfront.~~ N/A

TENANT APPLICATION FEES (For your information only)

~~Administration Fee £150.00 first Adult, £100.00 for additional adults, £100.00 for a guarantor, Inventory Fee £60.00, Tenancy Renewal £60.00, New Landlord Reference £30.00, Late Rent Fee £18.00 n/a~~

OTHER CHARGES

Tenancy Set Up: £125.00 when each tenancy commences (this includes end of tenancy Dispute Management) – only applicable for tenant find only, no charge if full management.

Management: 12% will be applied to all rent collected.

Duplicate Statements: £ NIL

Inventory Checkout and report: £ NIL

End of year statement: £ NIL (Upon request)

Paying for items for landlord are Charged at the percentage management fee, on the total amount on the invoice company debit/credit card

Providing access for contractors £NIL

Professional hourly rate £60.00 per hour (This only applies to the Tenant Find or Let Only Service)

Re-signing fee: £ No Charge payable where The Agent, with your agreement, arranges a renewal of tenancy to an existing tenant

Void management fee: £5.00 per visit payable in advance of instruction

Introduction of purchaser fee: 1% of the final sale price

Termination charges: During an application period a fee of £150.00 will be payable Terminating management during a tenancy a fee equal to one full months rent will be payable.

All prices subject to change after two months' written notice

If you wish us to proceed, please confirm your instructions by returning this document having completed the appropriate sections below

The Landlord agrees and accepts these Terms of Business and our Insurance Terms of Business and instructs The Agent to undertake the service as detailed below. (Tick one)

Full Management	<input type="checkbox"/>
Let Only	<input type="checkbox"/>
Tenant Find	<input type="checkbox"/>

The Landlord confirms that there are no major repairs, construction or maintenance work known to be due to be carried out to The Property, any adjoining premises, or the building of which The Property forms part except as noted below.

This Agreement made the day of 20.....

Please note there is a 14 day cancellation period as allowed by the Consumer Contracts Regulations 2013.

Landlord's Signature _____

Landlord's Name _____

Signature for Agent _____

Name of Signatory _____

Position _____



SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Sections 4 to 7 of this agreement.

(b) The trading name of the company is ~

(c) The company can be contacted at:

Address: ~(this needs to be a geographical address not a PO box)

Telephone number: ~

Fax number: ~

Email address: ~

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached "Scale of Fees"

(k) See attached "Complaints Procedure"

(l) The information on the right to cancel, and how to cancel, can be found in Appendix A of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix C.

(q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(r) We are member of ~ and the relevant codes can be found here ~

(s) The conditions for terminating this contract can be found in 2.18 to 2.21 of the main agreement.

Right to Cancel

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

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

To exercise the right to cancel, you must inform us, [~insert agency name, geographical address (Ie no PO box) and, where available, your telephone number, fax number and email address] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model 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

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.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To Opal Lettings Ltd, 16 Richmond Close, Huntingdon, PE29 7LD – 07707 235270

I/We hereby give our 14 days notice that I/We wish to cancel the contract held for the letting of our property.

I/We understand the charges for cancelling the service as listed in clause 10 of the Terms of Business will be due. The property you are the landlord for is The 14 days notice will be effective from the date received by the Agent.

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s)

Date



Property Owners Form

Please complete as much of this form as possible so we may have all relevant information to enable us to manage your property as effectively as possible.

Property Owners Details	
Name(s) in full	Mr/Mrs/Miss/Other: Mr/Mrs/Miss/Other:
Correspondence Address (inc post code) Additional property owners please give address details, if different, overleaf	(Current): (Future, if changing):
Contact details	Home Tel: Work Tel: Mobile : Email:

Alternative Contact Details	
Please provide alternative contact details, with authority to make decisions on your behalf, whom we may contact in the event of an emergency should we be unable to make contact with you	
Name(s) in full	Mr/Mrs/Miss/Other
Address (inc post code)	Relationship (i.e. mother, friend, accountant):
Contact details	Home Tel: Work Tel: Mobile : Email:



Additional Information	
Does any other person have access/keys to your property?	YES / NO If YES please give name, details and contact number:
Is there a security alarm at the premises? (please ensure you state alarm code and provide instructions)	YES / NO If YES please give details including any maintenance or monitoring contract in place
Please ensure that you have made all these persons aware that you are letting out your property through Opal Lettings Ltd or until further notice and that you have instructed them that they must not enter the property during any term of tenancy, without direct authority from your tenants, to be arranged via Opal Lettings Ltd.	

Property Details	
Please provide alternative contact details, with authority to make decisions on your behalf, whom we may contact in the event of an emergency should we be unable to make contact with you code)	
Address (inc post	Address: Postcode: Tel No:
Furnished?	YES / NO If NO, please provide curtains, carpets, light fittings, cooker, television aerial and telephone points If YES, please provide a full inventory – Opal Lettings Ltd can draw one up for an additional charge if you require



Conditions	
Will you allow children?	YES / NO / please refer
Will you allow pets?	YES / NO / please refer
Will you allow smokers?	YES / NO / please refer
Will you allow applicants on Housing Benefit?	YES / NO / please refer
Date property available for letting	
Length of potential availability	

Mortgage (your mortgage provider will need to know that you are letting out your property)	
Does the property have a mortgage?	YES / NO
If so, please confirm that the mortgage company have given you authority to let your property	YES / NO If yes:- confirmation must be provided in writing If no:- authority must be granted and then confirmation must be provided in writing.

Repairs and Maintenance
<p>Wherever possible, payments for works carried out will be deducted from rental monies received. Details of works carried out and all receipts will be forwarded to you with rent statements. Please note that you will be liable for direct settlement of invoices should we not be in funds on your account.</p> <p>For all repairs we will instruct appropriately qualified or experienced tradesmen on your behalf. Please provide us with details if you wish to nominate your own:</p> <p>Name, contact and area of specialisation:</p> <p>Name, contact and area of specialisation:</p>

Gas, Oil and Electrical Safety Records

Gas

Current legislation requires that all gas appliances at rented properties are professionally checked and carry a valid record of safety issued annually by an appropriately qualified engineer. If you do not have an existing record we will have to carry these out prior to starting your tenancy.

Electrics

Whilst there is no law that states you must have an electrical safety record you would be held liable if any electrical fittings or appliances within your rental property cause harm to a tenant. It is therefore standard Opal Lettings Ltd. practice that the electrics are checked to satisfy your duty of care.

Oil

Whilst there is no law that states a landlord must obtain a landlord safety certificate for oil fired equipment, it is recommended that an OFTEC Registered Technician services and inspects oil fired installations at least annually. It is therefore standard Opal Letting Ltd. practice that the oil checks are carried out to satisfy your duty of care.

Please tick if you have valid safety records and provide us with copies

Insurances

Buildings and Contents Insurance I understand that it is a legal requirement to maintain the fabric of my building and that during any period of tenancy my buildings and contents insurance requirements will not covered by a standard domestic policy.

I confirm that I have appropriate cover and a copy of my schedule is attached

In the event that we may have to claim on your behalf for any structural any/or accidental damage, please give contact details as follows:

Name of Insurance Firm/Broker:

Address:

Email: Policy No :

Renewal Date:

Amount Insured:

Post Code:

Tel:



Appliance Warranties/Guarantees (please detail any appliances left at the property which are still under guarantee or for which you have extended the warranty (we shall need proof of such guarantees). All appliances left at the property **MUST** have an instruction manual or typewritten operational details supplied).

Appliance 1:
Warranty Details:

Appliance 2:
Warranty Details:

Appliance 3:
Warranty Details:

Appliance 4 :
Warranty Details:

Utilities

Local Authority:
Electricity Supplier and Reference No:
Is a card meter installed? YES/NO Location of meter:
Gas Supplier and Reference No:
Water Supplier and Reference No:
Location of mains water stop cock:
Is a water meter installed YES / NO – Location of meter:

Boundaries

Please indicate which boundaries (hedges, fences, pathways etc) are your responsibility

Rent Payment Arrangements Our fees and any expenditure incurred will be deducted from rent monies collected before payment is made to you. The balance of monies will then be paid direct to your nominated account by electronic transfer and rent statements will be forwarded as agreed. According to general banking systems, monies can take up to five working days 'in transit' between release from Opal Lettings Ltd. and availability to draw from your account

Bank / Building Society	Name : Address: Post Code: Account Name: Sort Code: Account No (or Roll No if a Building Society):
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Landlords Not Resident in the UK
As agents we must deduct basic rate tax from any rental income, at source, if you are a non-resident landlord, unless the Inland Revenue informs us otherwise. These rules are mandatory for each nominated owner of the property and each must apply for individual exemption as appropriate. Members of HM Forces serving outside the UK are NOT exempt from these rules.

First owner will be resident outside the UK for more than 6 months: YES /NO

Second owner will be resident outside the UK for more than 6 months: YES /NO

Do you have a certificate for income tax deduction at source exemption on rental payments?: YES / NO (If YES please enclose a copy)

When do you leave the country?:

Tax
All rental income is liable for tax assessment. To ensure you secure all allowable offsets against such liability we recommend you appoint an Accountant/Tax Advisor to assist with your annual tax return. Please give relevant details below

Name of Accountant/Tax Advisor: Address:		
Post Code:	Tel:	Email:

If you intend to Self-Assess and take all responsibility for tax returns yourself, please sign as confirmation

Would you like us to recommend an Accountant/Tax Advisor for your consideration: YES / NO

Legal Support
Should legal action be required for any reason during the tenancy and if you are not protected by an appropriate insurance cover, it may be necessary for you to instruct a Solicitor. We will advise you if and when this is necessary and, if you request, provide you with a suggested solution. However, if you already have, and would like to retain, the services of your own Solicitor please give details:

Name of Solicitor: Address:		
Post Code:	Tel:	Email:



Keys

Please provide 3 complete sets of keys, including electronic garage or gate openers. Opal Lettings Ltd. can have these cut/seek additional copies if required and will charge at cost on your first statement

STATEMENT

I/we confirm that I/we have read and understood this Property Owners Form and have completed the required details accurately and to the best of our knowledge.

I/we undertake to keep Opal Lettings Ltd. informed of all changes to this information which may occur during their term of instruction.

I/we confirm that I/we are sole/joint owner(s) of the property known as:

And entitled to all revenue collected thereon

Signed: _____ Signed: _____

Name: _____ Name: _____

Date: _____ Date: _____

It is an offence to make a false declaration (all property owners must sign)

Thank you for your time taken to complete this form. The details provided will be used as information and reference throughout our dealings with you and your tenancy and will assist us in providing you with an efficient and effective service, in accordance with your specified instructions