

Terms of Business ("the Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and "Rawlinson and Webber LTD" or "the Agent" "us" or "we") of 77-79 Walton Road, East Molesey, Surrey, KT8 0DP. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement which sets out the full details of each Service, the rights, and obligations of both parties, and the fees and charges payable. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding this contract. Once signed, this Agreement will be legally binding. In the Agreement, the word "Applicant" or "Tenant" means any person applying to rent the Property or subsequently taking a Tenancy of it. The word "Property" or "property" means the Property address shown below.

The Conditions of the Agreement

1. Introduction

Rawlinson and Webber LTD is a Lettings and Management Company who specialise in providing a professional service to landlords and tenants.

Fees and expenses are shown in Schedule 1 headed Landlord Fees Schedule towards the end of this document.

Sole Agency

By appointing us, you agree that we shall have sole agency ("Sole Agency") to market the Property for a period of **6 weeks** ("the Initial Period"). The Sole Agency can be terminated at the end of the Initial Period **by giving two weeks' prior written notice**. If you do not terminate it will continue until we receive your written instructions.

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

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

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

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

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

OR

Multiple Agency

By appointing us, you agree that we shall act on a multiple agency ("Multiple Agency") basis to market the Property for a period of **6 weeks** ("the Initial Period"). The Multiple Agency can be terminated at the end of the Initial Period by giving us **two weeks' prior written notice**. If not terminated the Multiple Agency will continue until written instructions are received. You must tick the relevant box in the Confirmation of Instruction.

Commission

1. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Rawlinson and Webber LTD; sight of any marketing or advertising material produced by Rawlinson and Webber LTD; or by Rawlinson and Webber' instructions; by way of an introduction from an existing occupier for whom Rawlinson and Webber LTD has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Rawlinson and Webber LTD and the Landlord. The full list of fees and additional charges is shown in Schedule 1.
2. Commission remains due and payable in relation to any extension, renewal, or continuation of the Tenancy as a fixed term or periodic Tenancy whether Rawlinson and Webber LTD is the effective cause, and for the period of time of any such renewal, extension, or continuation of the Tenancy.
3. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
4. If the Landlord instructs Rawlinson and Webber LTD to proceed with a proposed tenancy and subsequently withdraw the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.
5. By signing this Agreement, the Landlord gives us the authority to deduct our Commission, fees, expenses, and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

Services

Rawlinson and Webber LTD will provide the following Services:

Letting Only Service

1. Advise on market rent achievable in current market conditions and the Landlord's statutory obligations.
2. Advertise the Property.
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising, where suitable, erection of a marketing board at the Property in line with local regulations. It is your responsibility to provide written details of restrictions affecting a flag board.
4. Introduction of a prospective tenant and negotiating terms between the parties.
5. Advise whether the Tenancy will be an AST or fall outside the provisions of the Housing Act 1988 if the rent exceeds £100,000 per year.
6. Take a holding deposit ("Holding Deposit) from the applicant and if an Assured Shorthold Tenancy ("AST") hold in compliance with the Tenant Fee Act 2019 being a maximum of one week's rent. The Holding Deposit must be returned if the Tenancy does not proceed unless the applicant fails references or withdraws. The criterion for

Initials: _____

failing references is strict. The Landlord's right to obtain compensation from a Holding Deposit is limited. If a non-Housing Act Tenancy and the Tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered.

7. Where possible take up suitable references and a credit reference through a third-party referencing agency. The fee for referencing is payable by the Landlord. Rawlinson and Webber LTD will instruct an independent approved referencing company to conduct the reference checks. The Agent accepts no liability for the accuracy of the information, or any loss suffered by the Landlord.
8. Carry out all Right to Rent checks under the Immigration Acts 2014 and 2016 and forward to the Landlord for approval. If Rawlinson and Webber LTD does not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.
9. Arrange an inventory ("the Inventory") check in and check out if instructed in writing at the Landlord's expense.
10. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute.
11. Receive the Deposit and the first month's rent from the Tenant if Rawlinson and Webber LTD holds the Deposit.
12. Protect the security deposit if held by Rawlinson and Webber LTD ("the Deposit") through the DPS if an AST and serve the relevant prescribed information including relevant documents on the Tenant. If the Landlord holds the Deposit Rawlinson and Webber LTD will arrange for the Deposit being paid direct to the Landlord, who must protect the Deposit, serve the prescribed information and other documents on the Tenant. Rawlinson and Webber LTD have no liability if the Landlord fails to do so.
13. If the Tenancy is an AST, the amount of the Deposit for annual rent not exceeding £50,000 annually is five weeks' rent; or six weeks' rent if the rent per year is over £50,000 up to £100,000.
14. Serve the draft Tenancy Agreement, a copy of the Gas Safety Certificate, EICR and the EPC on the prospective tenant and if an AST the "How to Rent" Handbook. Once the Deposit is received by Rawlinson and Webber LTD the prescribed information is served.
15. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account within **fourteen days** of the start of the Tenancy after deduction of fees and expenses.
16. Advise the Landlord to notify utility companies, telephone or other provider and the local authority of the occupants at commencement and termination of the Tenancy to avoid further liability.
17. Negotiate renewals or extensions if instructed. Our fees remain payable while any person forming the Tenant remains in the Property.
18. Rawlinson and Webber LTD is appointed to find a tenant. The Landlord must look after the Property and deal with problems once the Tenancy commences. Fees are payable in full upon the commencement of the Tenancy.
19. Supply keys, security fobs and any additional entry equipment to the Tenant and have additional sets cut, if necessary, at the Landlord's expense.
20. Advise instruction booklets for all appliances, together with information regarding care of special surfaces should be provided to the Tenant. Rawlinson and Webber LTD can forward documents received from the Landlord.
21. Negotiate the renewal of the Tenancy, any rent increase and preparation of the relevant document if instructed by the Landlord. A further renewal charge is payable.
22. Serve the legal Notice to end the Tenancy at expiration or according to a break clause if instructed in writing at an additional charge payable by the Landlord upon being given a minimum of ten weeks' notice.
23. Advise it is the Landlord's responsibility to arrange repairs if Rawlinson and Webber LTD do not manage the Property.
24. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. Rawlinson and Webber LTD will not negotiate on the Landlord's **behalf unless** managing the Property.
25. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated early.

Rent Demand Service

In addition to the above Rawlinson and Webber LTD will do the following:

1. Receive Rent on the Landlord's behalf.
2. Advise the Landlord of any late payments of Rent and send two rent demand letters, e mails or texts to the Tenant.
3. Upon receipt of the Rent in cleared funds forward them by bank transfer to the Landlord's nominated bank account within 5 working days.
4. The Landlord should arrange a facility with their bank to ensure that all outgoings are covered; allow change of a rent payment date, void periods, or non-payment of the Rent.
5. Rawlinson and Webber LTD will prepare regular statements of account for the Landlord and any nominated person.
6. Advise if any arrears arise Rawlinson and Webber LTD cannot take Court proceedings on the Landlord's behalf.
7. Rawlinson and Webber LTD will charge for the time taken in preparing documents for court or tribunal proceedings and submitting them to any legal adviser or sending them to the Landlord. See Schedule 1 below.
8. Appear at Court or Tribunal proceedings by special arrangement and subject to payment of our fee of £600 inc VAT for a day's hearing (4hr +) or £300 inc VAT for a half day hearing (3hrs 59mins or less)

Property Management Service

In addition to the above Services Rawlinson and Webber LTD will do the following:

1. Notify the utility companies and the local authority of the occupants at commencement and termination of the Tenancy if full details of the accounts are held and the supplier accept instructions, you must already have given your permission to the local authority and utility companies directly to take instructions from us in order for us to be able to do this.
2. Receipt of Rent as above.
3. Pay out of the Rent agreed outgoings such as service and maintenance charges and account to the Landlord, provided Rawlinson and Webber LTD are notified in advance of regular out-goings and invoices are sent to us.
4. Handle all maintenance issues daily if cleared funds are held by Rawlinson and Webber LTD subject to agreed financial limits. If funds are not held contractors cannot be instructed. Responsibility is not taken for any loss suffered.
5. Instruct contractors as the agent of the Landlord who is liable for all payments due to contractors.
6. Any other party, who Rawlinson and Webber LTD instructs will be instructed on the Landlord's behalf. The Landlord is liable for payment of sub-contractors' invoices. Rawlinson and Webber have no liability for the quality of their work.
7. Arrange visits to the Property approximately once a year provided the Tenant grants access; Rawlinson and Webber LTD will inform the Landlord if access is refused and await further written instructions.
8. Arrange all repairs up to a limit of £250 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
9. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
10. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense. Rawlinson and Webber LTD will not be liable for any omissions in the report.
11. Negotiate any damage claim with the Tenant and make agreed deductions from the Deposit; any adjudication to **DPS** if relevant if a dispute arises will be charged separately.
12. Prepare the documents for adjudication if requested but subject to an additional charge.
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication.
14. Endeavour to obtain a forwarding address from the Tenant.
15. Advise that Rawlinson and Webber LTD can provide a supervisory service during void periods but subject to an additional charge and separate negotiation.
16. Termination of the Management Service is upon giving three months' written notice. Fees for the Lettings Service remain payable at the standard rate while any person forming the Tenant introduced by Rawlinson and Webber LTD occupies the Property if less than three years. If management has been longer than three years then letting service fees are no longer payable.

Vacant Properties

1. Rawlinson and Webber LTD does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies unless special arrangements are agreed in writing. This service will be subject to an additional fee agreed between the parties. The Landlord should inform his insurance companies about periods where the Property is empty and complies with any conditions imposed by the insurer.

Landlord's Undertakings

1. Confirm he is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.
2. Provide keys to us for the purpose of viewing; one set for each person forming the Tenant and to Rawlinson and Webber LTD if managing.
3. Agree Rawlinson and Webber LTD may appoint a sub agent if this helps to let the Property.
4. Provide Rawlinson and Webber LTD with the Council Tax Band for uploading on any portal or other marketing device.
5. Advise Rawlinson and Webber LTD of any defects at the Property and arrange rectification prior to the start of the Tenancy.
6. Confirm acceptance of the offer including any special conditions; and of the references received.
7. Confirm the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if Rawlinson and Webber do not manage the Property. Rawlinson and Webber LTD has no liability for failure to do so.
8. Provide a copy of the Land Registry entry showing the owners of the Property.
9. Provide conditions of the lender for inclusion in the Tenancy Agreement. Conditions cannot be added later.
10. Provide a copy of the head lease to ensure the Tenant complies with any conditions.
11. Provide the relevant sections of buildings and contents insurance policies including third party liability.
12. Comply with all safety regulations as follows:
 - Ensure electricity installations comply with **the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**, are tested every five years and a copy of the EICR is provided to the Tenant prior to the start of the Tenancy.
 - If an HMO the Property complies with the licence' conditions, an EICR has been provided and the wiring is checked every five years.
 - Electrical appliances have been checked for safety because under the **Consumer Protection Act 1987** and the **Electrical Equipment (Safety) Regulations 2016** any appliance supplied by the Landlord, must be safe.
 - Ensure that a gas safety certificate carried out by a Gas Safe engineer certifying all gas appliances, flues and pipework are safe is given to Rawlinson and Webber LTD prior to the start of the Tenancy. If Rawlinson and Webber LTD do not manage, the Landlord must renew the certificate annually. Failure to renew means a Notice cannot be served to end the Tenancy. A carbon monoxide detector must be fitted to the Property from October 2022.
 - Check all furniture (if applicable) complies with the **Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993**; meaning all upholstered furniture must carry a permanent label comply with the Regulations or be removed from the Property.
 - Ensure battery operated smoke alarms are fitted to every floor of the Property used as residential accommodation; carbon monoxide detectors are fitted in any room with a gas appliance or installation, or any solid fuel appliance and are in working order.
 - If the Property was built after 1992 ensure all mains operated smoke alarms are operational and battery backup is functioning and in date.
 - A risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations.
13. Provide an EPC with the minimum "E" rating to Rawlinson and Webber LTD prior to the start of the Tenancy or agree a Domestic Energy Assessor can carry out a check at the Landlord's expense, otherwise, the Property cannot be let. An EPC lasts for ten years after which it must be renewed. Rawlinson and Webber LTD will provide

the EPC to the Tenant at the start of the Tenancy and if the Property is managed will ensure there is always a valid EPC. If the Property is not managed, the Landlord must renew an EPC if relevant. Failure to have a valid EPC may mean that a section 21 Notice cannot be served.

14. Carry out all repairs and maintenance to the Property if Rawlinson and Webber LTD do not manage. Failure to do so may result in an enforcement order being served on the Landlord by Environmental Health under **the Housing Health and Safety Rating System (“HHSRS”)**. The Tenant may be entitled to compensation.
15. Ensure any garden is in good order at the start of the Tenancy and that all bushes, trees, and shrubs are pruned regularly at the Landlord’s expense.
16. Compensate Rawlinson and Webber LTD for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Rawlinson and Webber LTD.
17. Arrange re-direction of mail. Rawlinson and Webber LTD do not collect mail and have no liability for lost correspondence.
18. Arrange legal proceedings if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy. The Landlord is liable for all costs and expenses of the proceedings.
19. Not to discriminate against any applicant, Tenant, or any employee of Rawlinson and Webber LTD. If discrimination occurs Rawlinson and Webber LTD can give immediate written notice to terminate the Agreement.
20. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
21. To keep Rawlinson and Webber LTD reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by Rawlinson and Webber LTD from and during the time Rawlinson and Webber LTD is or were acting on the Landlord’s behalf unless due to the negligence or breach of contract of Rawlinson and Webber LTD. For the avoidance of doubt Rawlinson and Webber LTD reserves the right to have work carried out on the Landlord’s behalf and to charge for work to ensure that the Landlord fulfils all contractual and statutory obligations.
22. If a Notice is served on Rawlinson and Webber LTD under the **Housing Health and Safety Rating Scheme of the Housing Act 2004** requiring Rawlinson and Webber LTD to carry out work, repairs or maintenance to the Property the Landlord will reimburse Rawlinson and Webber LTD promptly on written demand for all costs, expenses and fees incurred.
23. To ensure as the owner of the Property if personal information of the Tenant is retained by the Landlord that he has registered with the Information Commissioners’ Office (ico.org.uk).
24. To determine if a property licence is required and obtain such a licence. If there is three or more people living in the Property who form more than one household meaning the residents are not related the Property is a House in Multiple Occupation (“HMO”). However, the Landlord should check licencing conditions with the local authority as some of them deem two unrelated people in a household is an HMO. Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences for properties in specific areas or additional licensing for certain properties. It is up to the Landlord to make enquiries and gain the licence from the local authority. Rawlinson and Webber LTD will not let out the Property if a licence is needed and has not been obtained or be liable for any misrepresentation by the Landlord in obtaining a licence.
25. To provide Rawlinson and Webber LTD with details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the Licence conditions.
26. Accepts and agrees that any other party whom the Agent instructs will be instructed on the Landlord’s behalf. The Landlord is liable for the payment of all sub-contractors’ invoices, fees, charges, or other expenses. The Agent is not responsible for or liable for the quality of their work or payment of invoices.

Taxation

1. Register with His Majesty's Revenue and Customs ("HMRC") and complete a Tax Return annually and submit it to HMRC.
2. If the Landlord is resident overseas each person forming the Landlord must complete a form enabling HMRC to authorise the Agent to pay the rent without any tax deduction.
3. Failure to complete a form means basic rate tax will be deducted from all rent payments.
4. Tax will be deducted from the rent collected by Rawlinson and Webber LTD and paid to HMRC quarterly. An annual return is submitted after the end of the tax year and a Certificate of Tax deducted is given to the Landlord. There is a fee for this service as shown in Schedule 1
5. The Tenant has a similar responsibility if paying the Landlord direct.
6. The link to HMRC for non-resident landlords is www.gov.uk/tax-uk-income-live-abroad/rent.

Property Information

1. The National Trading Standards Estate and Letting Agency Team ("NTSELAT") who oversee all lettings and estate agents have issued information and guidance on material information which they believe must be given to all prospective tenants to ensure they can make an informed decision when entering into a Tenancy. To comply with their rules and guidance a summary sheet is attached at which must be completed by all landlords. The information provided will be used to market the Property therefore must be accurate. If false or misleading information is provided legal action could be taken against the Landlord or the Agent. If action is taken against us when we have relied upon information provided, we will seek recompense from the Landlord for all losses suffered.

Deposit

1. Rawlinson and Webber LTD holds the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the DPS. Full details of the DPS can be provided by Rawlinson and Webber LTD together with the dispute procedure regarding deductions from the Deposit upon written request or from the relevant website. At the end of the Tenancy if there is a dispute about deductions either party has ninety days to decide whether to take the matter to adjudication through DPS. After that time redress must be sought through the Court system.
2. If the Tenancy is outside the Housing Act 1988 the Deposit will be lodged within the Client Account of Rawlinson and Webber LTD throughout the period of the Tenancy. No interest is payable on the Deposit. At the end of the Tenancy the Deposit will be returned to the Tenant or other named party shown within the Tenancy Agreement.

Service Information

1. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Rawlinson and Webber LTD will be the address specified upon page one of the Agreement.
2. We trade as a Limited Company and our registered office address is 40 Gracechurch, London, EC3V 0BT
3. The VAT number is 608922823
4. We are members of the redress scheme operated by The Property Ombudsman and our registration number is: No2230

General

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
2. The service of notices on either party will be by hand delivery (deemed served the next working day), or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered at 9am on the next working day after leaving outbox of the sender to the e mail address of either party provided from time to time.
3. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of Rawlinson and Webber LTD or their employees.

4. The Landlord agrees not to take legal action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee, or agent of Rawlinson and Webber LTD even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Rawlinson and Webber LTD for the acts or omissions of any of their partners, consultants, employees, or agents.
5. The Landlord must keep Rawlinson and Webber LTD reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by Rawlinson and Webber LTD from and during the time that Rawlinson and Webber LTD is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract. Rawlinson and Webber LTD reserves the right to have work carried out on the Landlord's behalf and charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations.
6. If any Notice is served on Rawlinson and Webber LTD under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring Rawlinson and Webber LTD to carry out any work, repairs or maintenance of the Property the Landlord will reimburse Rawlinson and Webber LTD promptly on written demand for all costs expenses and fees incurred.
7. Rawlinson and Webber LTD and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the Consumer Rights Act 2015. Statements must be factually correct in all communications and Rawlinson and Webber LTD must not give a potential tenant the wrong impression about the Property. Prior to marketing the Landlord should disclose any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a legal claim against the Landlord. We are required under the above Regulations to disclose this information to interested parties.
8. Rawlinson and Webber LTD reserves the right to vary the terms of this Agreement by giving one month's written notice.
9. Rawlinson and Webber LTD can assign the rights and obligations in this Agreement to a third party upon giving the Landlord one month's written notice.
10. There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property registers up to three addresses with the Land Registry including an e mail address and an address abroad. Rawlinson and Webber LTD strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.
11. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Rawlinson and Webber LTD has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. The personal information of the Landlord will be used if we have a legitimate interest such as fees are not paid, and the matter is referred to a solicitor; or if Rawlinson and Webber LTD are required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.
12. We will retain the Landlord's details for marketing purposes for **6 years** unless the Landlord informs us in writing that those details should be deleted, unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for six years from the end of the last Tenancy where instructed.
13. Any interest accrued on monies that Rawlinson and Webber LTD hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs.
14. From time to time, we receive fees from contractors which we retain. This fee does not affect the quality of the service provided.
15. To comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, and the Serious Crime Act 2015 Rawlinson and Webber LTD require the Landlord to provide one proof of identity and one proof of residence, which can be selected from the list below. The Landlord should either send the original documents for copying and returning; or provide copies certified by a solicitor as genuine. Print outs of online bank statements or utility bills cannot be accepted.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If the Landlord is a public limited company a certified copy of the Certificate of Incorporation is required. If the company is not quoted certified copies of any two of the following documents are needed:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, proof of identity and residence of one of the directors of the Company must be provided.

Termination

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

- 1 upon the Tenant's vacation of the Property.
- 2 If either party breaks any important term or condition of this Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate.
- 3 If the Landlord is in major breach of any of the terms contained in this Agreement, or if you do or do not do something which makes it impossible, impracticable, or illegal for us to continue to perform our obligations under this Agreement.
- 4 Either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- 5 If we terminate this Agreement for any reason, you will remain liable for our Commission for the Let Only Service as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to some other person or organisation you might nominate.

Complaints and the Ombudsman

1. Rawlinson and Webber LTD has a complaint handling procedure and redress schemes through The Property Ombudsman ("the Ombudsman"). We are certain you will be happy with our service but if there are any complaints they should be addressed initially to the office concerned marked for the attention of the managing partner; if the Landlord is dissatisfied with the response, then any further complaint should be addressed to the head of the group forming the Agent; the chairman from time to time of the Agent; then the Ombudsman. If there is a complaint against any member of staff which cannot be resolved directly the Agent operates an internal complaints redress scheme details of which can be given on request together with the time within which a reply will be received by the Landlord.

Cancellation of the Contract

1. If the Landlord signs this contract away from the offices of Rawlinson and Webber LTD under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason.
6. The Cancellation Period will expire after 14 days from the signing of this Agreement.
7. To exercise the right to cancel, the Landlord must inform Rawlinson and Webber LTD of their decision to cancel this contract by post to the address in the Particulars of the Agreement on page 1, or email to lettings@rawlinsonandwebber.co.uk
8. The Landlord may use the Cancellation Notice at the end of this document before the Cancellation Period has expired.
9. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Rawlinson and Webber LTD is informed about the decision to cancel this contract.
10. Under the Cancellation Regulations Rawlinson and Webber LTD cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Rawlinson and Webber LTD begin the service in writing by signing below.

LANDLORD FEES SCHEDULE

LEVELS OF SERVICE OFFERED:

www.rawlinsonandwebber.co.uk

	Tenant Find: 12% of rent (inc.VAT)	Rent Collection: 15% of rent (inc.VAT)	Fully managed: 18% of rent (inc.VAT)
Agree the rental value	✓	✓	✓
Provide guidance on compliance with statutory provisions and letting consents	✓	✓	✓
Advise on refurbishment requirements	✓	✓	✓
Erect board outside property in accordance with Town and Country Planning Act 1990 (where possible)	✓	✓	✓
Market the property and advertise on all relevant portals (Rightmove, Zoopla, Onthemarket)	✓	✓	✓
Carry out accompanied viewings (as appropriate)	✓	✓	✓
Find tenants	✓	✓	✓
Advise on non-resident tax status and HMRC (if relevant)	✓	✓	✓
Collect and remit initial months' rent	✓	✓	✓
Provide tenants with method of payment	✓	✓	✓
Deduct any pre-tenancy invoices	✓	✓	✓
Make any HMRC deduction (if relevant)	✓	✓	✓
Agree collection of any shortfall and payment method		✓	✓
Arrangement payments for statutory requirements		✓	✓
Demand, collect and remit the monthly rent		✓	✓
Pursue non-payment of rent and provide advice on rent arrears actions		✓	✓
Advise all relevant utility Providers of any changes			✓
Undertake one routine visits per annum and notify the outcome to the landlord			✓
Arrange routine repairs and instruct approved contractors			✓
Security Deposit dilapidation negotiations			✓
Hold keys throughout the tenancy term			✓

LANDLORD FEES SCHEDULE



www.rawlinsonandwebber.co.uk

ADDITIONAL NON-OPTIONAL FEES AND CHARGES

PRE-TENANCY FEES (ALL SERVICE LEVELS)

Arranging and facilitating statutory compliance (this is in addition to the costs of the item itself) if not provided on instruction or undertaken by the landlord:

- Energy Performance Certificate (EPC) **£150(inc. VAT)** per tenancy
- Gas Safety Certificate (GSR) **£120(inc. VAT)** per tenancy
- Electrical Installation Condition Report (EICR) **£300(inc. VAT)** per tenancy
- Installing Smoke alarms and Carbon Monoxide **£75(inc. VAT)** per tenancy
- Testing Smoke alarms and Carbon Monoxide detectors on the first day of the tenancy **£0.00(inc. VAT)** per tenancy

START OF TENANCY FEES

Set-up Fees: **£450(inc. VAT)** per tenancy. Referencing for up to two tenants (ID checks, Right-to-Rent check, financial credit checks, obtaining references from current or previous employers / landlords and any other relevant information to assess affordability) as well as contract negotiation (amending and agreeing terms) and arranging the signing of the tenancy agreement.

Additional Tenant Referencing Fees: **£120(inc. VAT)** per tenant. As Set-up Fees above for additional tenants.

Guarantor Fees: **£120(inc. VAT)** per guarantor. Covering credit referencing and preparing a Deed of Guarantee (or as part of the Tenancy Agreement).

Permitted Occupier Fees: **£60(inc. VAT)** per permitted occupier. Explaining to any permitted occupier their rights and responsibilities towards the named tenant(s) and landlord.

Deposit Registration Fees (where collected): **£120(inc. VAT)** per tenancy. Register landlord and tenant details and protect the security deposit with a Government-authorized Scheme. Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start date.

Inventory Fees: price on enquiry. Dependent on the number of bedrooms and/or size of the property and any outbuildings.

Accompanied Check-in Fees: **£180(inc. VAT)** per tenancy. Attending the property to welcome the tenant(s), confirm the Inventory and Schedule of Condition, explain the operation of appliances, highlight the location of utility meters, stop-cocks etc. and test that all smoke alarms and carbon monoxide detectors are present and in working order. This is subject to an approved Inventory as above.

Landlord Withdrawal Fees (before move-in): **£650(inc. VAT)** per tenancy. To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started.

Please ask a member of staff if you have any questions about our fees.

CLIENT MONEY PROTECTION:

www.propertymark.co.uk

propertymark

INDEPENDENT REDRESS:

www.tpos.co.uk



LANDLORD FEES SCHEDULE



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ADDITIONAL NON-OPTIONAL FEES AND CHARGES

DURING TENANCY FEES

Additional Property Visits: **£120(inc. VAT)** per visit.
Should the landlord request property visits in addition to those within their existing Terms of Business, this covers the costs of attending the property.

Rent Review Fees: **£120(inc. VAT)** per tenancy.
Review rent in accordance with current prevailing market conditions and advise the landlord, negotiate with the tenant(s), direct tenant(s) to make payment change as appropriate, update the tenancy agreement and serve a Section 13 Notice if the tenancy is on a periodic basis.

Renewal Fees: **£204(inc. VAT)** per tenancy.
Contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.

Right-to-Rent Follow-Up Check: **£72(inc. VAT)** per check.
Undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016.
Notifying the Home Office should an illegal overstayer be identified. This does not apply to a Tenant-Find service.

Landlord Withdrawal Fees (during tenancy): **£500(inc. VAT)** per tenancy. To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent, notifying all utility providers and local authority (where necessary) and returning all relevant documents held by the agent to the landlord. This does not apply to a Tenant-Find service.

Arrangement Fees for works over **£1000: 10% of net cost (inc. VAT)**. Arranging access and assessing the costs with any contractor's, ensuring work has been carried out in accordance with the Specification of Works and retaining any resulting warranty or guarantee. Fully Managed service only.

END OF TENANCY FEES

Check-out Fees: price on enquiry. Dependent on the number of bedrooms and/or size of the property and any outbuildings.
Attending the property to undertake an updated Schedule of Condition based on the original inventory and negotiating the repayment of the security deposit.

Tenancy Dispute Fee (Arbitration Only): **£300(inc. VAT)** per tenancy.

The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. This only applies where the agent has protected the deposit.

Obtaining statutory declaration: **£120(inc VAT)** per tenancy.
The costs associated with drawing up a statutory declaration and preparing signatures with a local solicitor.

Fees for the service of Legal Notices (e.g Section 8, 13, 21,47, 48): **£150(inc. VAT)** per Notice.

Court Attendance Fees: **£600 inc VAT** for a day's hearing (4hr +) or **£300 inc VAT** for a half day hearing (3hrs 59mins or less)

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LANDLORD FEES SCHEDULE



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ADDITIONAL NON-OPTIONAL FEES AND CHARGES

FINANCIAL CHARGES

Interest on Unpaid Commission: **3%** above the Bank of England Base Rate from Due Date until paid.

Contractor Commission: **10% of contractors invoice (inc. VAT)**. To cover the costs associated with arranging and facilitating the visit of a vetted professional tradesperson.

Submission of Non-Resident Landlords receipts to HMRC **£60(inc. VAT)** quarterly. To remit and balance the financial Return to HMRC on both a quarterly and annual basis.

Additional HMRC Reporting Fees: **£60(inc. VAT)** per request. Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

Fees for providing an Annual Income and Expenditure Schedule: **£60(inc. VAT)** annually.

Duplicate income/expenditure statements: **£24 (inc VAT)** per statement

Hourly rate: **£120 (inc VAT) / £180(inc VAT)** Senior Manager/Director

OTHER FEES AND CHARGES

Arrangement Fees for refurbishments over **£1000: 12% of net cost (inc. VAT)**. Arranging access and assessing the costs with any contractor's, ensuring work has been carried out in accordance with the Specification of Works and retaining any resulting warranty or guarantee.

Obtaining more than three contractor quotes: **£60(inc. VAT)** per quote. Fully Managed service only.

Vacant Property Management Fees: **£300(inc. VAT)** per month. To cover the costs associated with visiting the property to undertake visuals checks on the inside and outside at a frequency mutually agreed with the landlord.

Management Take-over Fees: **£600(inc. VAT)** per tenancy. To cover the costs associated with taking over the management of an ongoing tenancy, ensuring all statutory compliance has been undertaken, confirming everything under "Set-up Fees" above, receiving and protecting the security deposit and providing all necessary legal documentation to the tenant.

Deposit Transfer Fees: **£60(inc. VAT)** per deposit. Should the landlord request any changes to a protected deposit during a tenancy, this covers the costs associated with legal compliance for said req

Please ask a member of staff if you have any questions about our fees.

CLIENT MONEY PROTECTION:

propertymark

INDEPENDENT REDRESS:

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Confirmation of Instruction

Please read the Terms and Conditions of Business and this Landlord Instruction form carefully. If you have any queries, please contact us immediately to discuss. When you are satisfied that you understand and agree to be bound by all the Terms and Conditions stated please complete this form and return it to us to confirm your instructions.

I/We (insert full names) _____

Re (insert property address) _____

accept the Agreement including the above Terms and Conditions attached. I/we instruct **Rawlinson and Webber LTD** to act on my/our behalf to undertake the following services

(Tick as applicable/required)

- Let Only Service
- Rent Collection Service
- Full Management Service

Initial Letting Fee

Monthly Management / Rent Collection

I/We confirm that there are no major repairs, construction, or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Property, adjoining property or the building of which the Property form's part which may affect the letting of the Property except as noted below.

Signed by the landlord/s

Signed:	
Print name:	
Date:	

Signed:	
Print name:	
Date:	

Signed by the agent

Signed:	
Print name:	
Date:	

Initials: _____

For use where the Landlord is a company:

Signed by and on behalf of the Landlord:

Name of the Landlord Company:

Company Registration Number:

Name:

Signature:

Position:

Date:

Witnessed By (print name):

Occupation:

Signed by the agent

Signed:	
Print name:	
Date:	

Initials: _____

NOTICE OF THE RIGHT TO CANCEL THIS CONTRACT
CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

<p>Where this contract is signed by the client in the presence of the Agent within their home or any other place away from the Agent's business premises, the client has a right if they wish to cancel the contract within 14 days of the date of this contract and receipt of this Notice. This right can be exercised by delivering, or sending (including by email) a cancellation notice IN WRITING to the Agent shown below. Notice of Cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of electronic communication, from the day it is sent to the Agent.</p>			
Agents Name and Postal Address		Rawlinson and Webber LTD 77-79 Walton Road, East Molesey, Surrey, KT8 ODP	
Email Address		lettings@rawlinsonandwebber.co.uk	
Name and Address of consumer client			
Address of property to which contract relates			
<p>Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT</p>			
<p>I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business.</p>			
Signed:		Signed:	
Print name:		Print name:	
Date:		Date:	

Initials: _____