BEAUMONT JONES

RESIDENTIAL LETTINGS

Terms of Business – Landlord Agreement

1. Parties

This Agreement is made between:

Beaumont Jones Lettings Ltd
33 St. Thomas Street, Weymouth, Dorset, DT4 8EJ

("the Agent")

and

The Landlord (all joint Landlords)

Name(s): _____

Correspondence Address(s): _____

_____

_____

Contact Telephone Number(s):_____

Contact Email(s): _____

("the Landlord")

relating to the property known as: _____

("the Property")

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2. Appointment

The Landlord appoints Beaumont Jones Lettings Ltd as its agent for the purpose of letting and/or managing the Property in accordance with the selected level of service.

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3. Services

Tenant Find Only

We will:

• Advertise on Rightmove/Zoopla/Beaumont Jones Website.

BEAUMONT JONES

RESIDENTIAL LETTINGS

• Actively Market the Property (Town Centre Office) & introduce suitable potential tenants.

• Conduct accompanied viewings & offer feedback.

• Negotiate terms

• Obtain full references via our referencing company.

• Conduct Right to Rent checks if required.

• Prepare tenancy documentation & Prescribed Information.

• Arrange & supply inventory if instructed.

• Arrange signing of tenancy agreements.

• Collect initial funds & register deposit via the Tenancy Deposit Scheme (TDS) www.tenancydepositscheme.com or set up of the alternative deposit scheme Reposit

• We will not be responsible for checking the licensing status of the Property under Parts 2 & 3, Housing Act 2004 or confirming that you have the appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.

• For Tenant Find Only services, the Agent will send the Landlord the funds, less expenses, and the paperwork once the tenancy has commenced.

After commencement of tenancy management reverts to the Landlord.

Rent Collection

Includes all Tenant Find services plus:

• The Agent will use reasonable endeavours to collect rent and any other charges due from the Tenant and will provide monthly accounts to the Landlord. However, the Agent shall not be liable for any arrears, or for any legal, associated or other costs incurred by the Agent, the Landlord or any other party in connection with the recovery of such arrears.

• The Agent will account to the Landlord and pay over any rent collected, less any fees or other charges due

• Email monthly landlord statements & invoices.

• Arrears monitoring.

• Initial arrears correspondence & negotiations.

• Annual rent review advice.

• Notify the Landlord if any rent remains outstanding 21 days after payment is due, along with the steps already taken to recover the rent arears. If no response is received from the tenant after 28 days, The Agent will advise both Landlord and tenant of the options to be considered and discuss the appropriate course of action. The Landlord is solely responsible for preparing the serving of any Notice of Proceedings under Section 8 of the Housing Act 1988.

• If the Landlord resides overseas or is incorporated outside the UK, the Agent may be required to account to HM Revenue and Customs for rent received. This may include deducting basic rate income tax, or the equivalent amount for companies, before rent is paid to the Landlord. To avoid deductions being made, the Landlord must apply to HM Revenue and Customs for approval to receive rent gross. If such approval is not obtained, an additional charge will apply to cover the extra administration required, as set out in our charges below.

• Hold all rents passing and other client's monies in the following account at: Natwest, 76 St Thomas Street, Weymouth, Dorset, DT4 8HU, Name: Beaumont Jones Lettings Clients Account No. 91218969 Sort Code 60-23-35. This account does not bear interest.

Fully Managed Service

Includes all Tenant Find Only & Rent Collection services plus:

• Day-to-day management (Organising period requirements, where applicable: Energy Performance Certificate, Electrical Installation Certificate Report, Gas Safety Certificate, Portable Appliance testing & Legionella Risk Assessment – keeping you compliant. All costs will be payable by the Landlord (subtracted from the monthly rent) & accounted for on your monthly statement.

• Arranging minor repairs, general maintenance & replacements without the consulting the Landlord up to the value of £200 plus VAT. All costs will be payable by the Landlord (subtracted from the monthly rent) & accounted for on your monthly statement.

• Regular inspections – An initial visit will be carried out after three months, followed by visits every six months thereafter, unless otherwise agreed and subject to the Tenant's consent. Following each visit, a written condition report will be provided to the Landlord. These reports are intended as a general overview of the Property's condition and the Tenant's care of it, and will only identify matters that are apparent from a visual inspection. Inspections are limited to a superficial examination and do not constitute a structural survey.

• Check-out arrangements – Arrange a visit & inspection post tenancy, if deductions from the deposit are required, this will be negotiated with Tenant and if a solution is not brokered, evidence will be provided to the TPS for independent adjudication. Or arrangements with the alternative deposit scheme Reposit.

• The Agent will use reasonable endeavours to assist with recovering possession of the Property in accordance with the Landlord's instructions. However, the Agent shall not be liable for any delays, damages, losses or costs incurred where vacant possession is not obtained within the timescales requested. The Landlord is responsible for instructing solicitors, with whom the Agent will liaise where

required. The Agent shall not be liable for any legal or other costs incurred in connection with any action taken against current or previous Tenants on the Landlord's instructions.

• Management of Rent Reviews – Review Rent payments on a yearly basis in line with regulation.

• Compliance monitoring – keeping you compliant with any new Government Legislation.

• In addition to our Letting, Rent Collection and Fully Managed services, we can offer Rent and Legal Protection Guarantee cover. This provides a safeguard should the Tenant be unable to pay their rent. Subject to the policy terms and conditions and the Tenant's status, the cover may pay the rent where the Tenant fails to do so and may also cover professional legal costs incurred in connection with eviction proceedings.

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4. **Fees**

(Tick Appropriate s confirm fee)

Tenant Find Only		**Rent Collection**		**Fully Managed**	
	(Plus VAT)		**(Plus VAT)**		**(Plus VAT)**

Full Management Service

- Commission of the monthly rent, paid each month **10% plus VAT = 12% inc VAT (Subject to a £600 (£720 Inc. VAT) minimum fee per tenancy, per year.)**
- Set Up Fee per tenancy **£350 plus VAT = £420 inc VAT**
- To reference per applicant & guarantor per tenancy **£60 plus VAT = £72 inc VAT**
- Inventory services **£150 plus VAT = £180 inc VAT** (for unfurnished property up to 3 bedrooms. If the property is partially or fully furnished or four bedrooms or more than a quote would be provided)
- Rent & legal protection (subject to tenant status) **2.5% per month**

Rent Collection

- Commission of the monthly rent, paid each month **8% plus VAT = 9.6% inc VAT (Subject to a £600 (£720 Inc. VAT) minimum fee per tenancy, per year.)**
- Set Up Fee per tenancy **£350 plus VAT = £420 inc VAT**

- To reference per applicant & guarantor per tenancy **£60 plus VAT = £72 inc VAT**
- Inventory services **£150 plus VAT = £180 inc VAT** (for unfurnished property up to 3 bedrooms. If the property is partially or fully furnished or four bedrooms or more than a quote would be provided)
- Rent & legal protection (subject to tenant status) **2.5% per month**

Tenant Find Only

- **60% plus VAT** payable for each letting where the Tenant is introduced through the Agent. *If the monthly rental is **£1000 pcm**, you will pay a fee of **£600 plus VAT = £840 inc VAT or minimum fee of £600 plus VAT.**
- To reference per applicant & guarantor per tenancy **£60 plus VAT = £72 inc VAT**
- Inventory services **£150 plus VAT = £180 inc VAT** (for unfurnished property up to 3 bedrooms. If the property is partially or fully furnished or four bedrooms or more than a quote would be provided.)

During tenancy fees:

Written statement: £50 plus VAT = £60 inc VAT

Duplicate statement's: £25 plus Vat = £30 inc VAT

Formal mandatory rent review: Market rent report, Issue Section 13 notice and rent negotiation: £75 plus VAT = £90 inc VAT

Tribunal case paperwork: £100 plus VAT, per hour = £120 inc VAT, per hour

Tribunal attendance fee: £150 plus VAT, per hour = £180 inc VAT, per hour

Services of Section 8 notices: TBC (outsourced to solicitors)

Inventory Check out: £150 plus VAT = £180 inc VAT (for unfurnished property up to 3 bedrooms. If property is partially or fully furnished or four bedrooms or more then a quote will be obtained and provided)

Tenancy Disputes: **£100 plus VAT= £120 inc VAT** (costs involved in preparation and collation of evidence and submitting claim to tenancy deposit scheme. This only applies where agent has protected the deposit)

Land Registry Ownership Verification:**£20 plus VAT = £24 inc VAT (per perso**

Quarterly tax submission to HMRC for non-UK residents with no HMRC approval. **£50 (£60 inc VAT) per quarter**

Key cutting: **£20 plus VAT = £24 inc VAT** (travel costs only) excludes the key cutting price itself

Smoke alarms/ Co2 alarms **: £50 plus VAT = £60 inc VAT (per alarm)**

Energy Performance Certificate fee **Subject to Quotation**
Gas Safety Record fee . **Subject to Quotation**
Portable Appliance Test fee **Subject to Quotation**
Electrical Inspection Condition Report fee **Subject to Quotation**
Legionella Risk Assessment fee **Subject to Quotation**

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5. Landlord Obligations

The Landlord confirms they have legal authority to let the property, any mortgage lender & leasehold consent/permission has been obtained, that the building insurance permits letting & the property is safe & fit for occupation. All statutory obligations are complied with including (where applicable):

• Licensing requirements	• Gas Safety Certificates
• Electrical Installation Condition Reports	• Smoke alarms
• Carbon monoxide alarms	• EPC requirements
• Legionella risk assessments	• Furniture regulations
• Deposit legislation	• PAT Testing

- The Landlord appoints the Agent to act as agent for the Landlord in respect of the Property.
- The Landlord confirms that the Property is fit and safe to let, complies with all applicable statutory requirements, and that all appliances, fixtures and goods supplied with the Property are in full working order, properly serviced where required, and accompanied by appropriate safety instructions for use.
- The Landlord confirms that the Property will be clean prior to the commencement of the tenancy and that any garden or outside space will be maintained in a neat and tidy condition appropriate to the season.
- The Landlord authorises the Agent, and any employee of the Agent, to sign the tenancy agreement, notices and any other relevant documentation for and on behalf of the Landlord.
- Where agreed with the Tenant, and subject to any statutory requirements or limitations, the Agent may arrange for the tenancy agreement and any related documentation to be signed electronically.
- The Landlord confirms that the Property will be provided with at least one working smoke alarm on each storey and a carbon monoxide alarm in every room where required by legislation. Where such alarms are not present, the Agent may arrange for appropriate alarms to be fitted at the Landlord's expense.
- The Landlord confirms that they are not subject to a Banning Order.

- The Landlord agrees to notify the Agent at the earliest opportunity, and in any event within seven days, of any change to the address, residency status or any other relevant details of the Landlord or any joint Landlord.

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6. The Agent

- is not responsible for redirecting the Landlord's post delivered to the Property;
- is not responsible for managing the Property when it is not let;
- may delegate any services to be provided to the Landlord, such as inventory preparation or referencing prospective Tenants, provided this does not adversely prejudice the Landlord;
- is not liable for any loss or damage arising from defective work, substandard repairs or any other default by a contractor engaged by the Agent, unless the Agent has been negligent in the selection or management of the contractor or the repair works;
- will not attend court or any tribunal in relation to the Property as part of the regular management of the Property, unless agreed in advance between the Landlord and the Agent or unless required to do so by law;
- will notify the Landlord of any notices received by the Agent in relation to the Property;
- may, at its discretion, prepare and serve legal notices required in relation to the letting, subject to the level of service requested.

The Agent will use reasonable endeavours to notify the Landlord whether the Property requires a licence under any existing or new licensing scheme under the Housing Act 2004. Where a licence is required and has not already been issued, the Landlord is responsible for applying for the licence and paying the applicable fee. The Landlord is also responsible for applying for any renewal in good time where required.

The Landlord must provide the Agent with a copy of the licence, or confirmation from the local authority that a licence application has been received, before the new scheme comes into force, before the Property is first let, or before the licence is due for renewal, as applicable.

The Landlord will not hold the Agent liable, and will reimburse the Agent for any losses, fines or penalties arising from the Landlord's failure to apply for, renew or pay the fee for any required licence.

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7. Money Obligations

The Landlord shall indemnify and reimburse the Agent for all costs, expenses, penalties, claims, liabilities and any sums awarded by a court arising in connection with the management of the Property under this Agreement, except where such loss or liability arises from the negligence or breach of contract of the Agent.

- The Landlord shall pay the Agent all fees, commission and expenses applicable to the level of service selected by the Landlord, as set out in these Terms of Business.
- The Agent may pay repair costs from rent monies held on behalf of the Landlord. Where the monies held are insufficient to meet the cost of any repair, the Landlord shall pay the Agent

  any shortfall immediately upon request. Any deductions from rent received will be shown on the monthly statement, and copies of relevant invoices will be provided to the Landlord. All invoices relating to the Property shall remain the responsibility of the Landlord, regardless of how they are addressed.
- The Agent will negotiate the rent to be charged in consultation with the Landlord. The rent may be reviewed annually, where permitted by the tenancy agreement, applicable law and prevailing market conditions.
- The Agent shall be entitled to retain any interest earned on monies held on the Landlord's behalf and any commission, referral fee or similar payment received from third parties, including but not limited to insurance providers, referencing companies, utility companies and contractors, together with any fees charged to tenants while acting on the Landlord's behalf, in accordance with the fees set out in these Terms of Business.
- Where the Property is let, utility information may, where required, be provided to One Utility Bill and/or the incumbent energy supplier. One Utility Bill will not contact the Landlord directly and will retain personal data only for as long as necessary. The Landlord's information will be stored securely and processed lawfully, as explained in the Agent's Privacy Notice available on the Agent's website or at Privacy Policy | Beaumont Jones Estate Agents. The Landlord agrees that Beaumont Jones Lettings may pass personal details and Property details to One Utility Bill for the purposes of registering the Property with the incumbent water supplier in the name of "the occupier", registering tenancy details for gas, electricity, water and council tax, and notifying incumbent suppliers of the liable party during any void periods. One Utility Bill and Beaumont Jones Lettings will comply with their respective obligations as data controller and/or data processor, as applicable, under UK GDPR and applicable data protection legislation, and will process the Landlord's data in accordance with the Agent's Privacy Notice.
- The Landlord and the Agent shall comply with all applicable requirements of HM Revenue and Customs.
- Where the Tenant is in receipt of benefits, the Landlord shall not hold the Agent liable for, and shall reimburse the Agent for, any losses arising from any requirement to refund benefit payments.
- Where the Agent holds a holding deposit permitted under the Tenant Fees Act 2019, the holding deposit may be retained in the circumstances set out in Schedule 2 of that Act. Any retained funds shall first be applied towards reimbursing the Agent's costs and expenses.
- For the Let Only level of service and above, any tenancy deposit will be processed in accordance with applicable deposit protection legislation.
- The Agent will select a suitable deposit protection scheme and comply with the initial requirements of that scheme.

- Where the deposit is held by the Agent, it will be held in the Agent's client account until the Tenant has vacated the Property and the move-out inspection has been completed.
- Deposit monies shall be released only by agreement between the Landlord and the Tenant, in accordance with the decision of an adjudicator, or pursuant to an order of the court.
- The Agent will use reasonable endeavours to assist in resolving any deposit dispute.
- During any dispute, responsibility for the cost of cleaning, repairs and any other relevant works shall remain with the Landlord. Any award made to the Landlord following adjudication will be paid to the Landlord once received by the Agent.
- Where the Agent holds a deposit under an insured scheme, the Agent may be required to pay the deposit into the scheme once a formal dispute has been raised.
- Where a deposit is not required to be protected by legislation, the Agent may retain the deposit during negotiations regarding its return, pending agreement between the parties or an order of the court.
- For the avoidance of doubt, the Agent shall hold the deposit as stakeholder and shall be entitled to retain any interest earned on the deposit.
- Where a deposit has been collected and is required to be protected, the Landlord must either hold a custodial scheme account into which the Agent can transfer the deposit or arrange protection under an insured scheme. The Agent will only transfer the deposit once satisfactory evidence of such protection has been received.

Alternatively – Reposit Deposit Scheme

As an alternative to a cash tenancy deposit, we offer existing and prospective tenants the option of Reposit (https://reposit.co.uk/). This product is always offered as a choice to the tenant(s) – the tenant(s) must have the option of paying a cash deposit – but we believe that Reposit is a superior choice to a cash deposit for all parties. When the tenant(s) opt to use Reposit, you benefit from protection up to the equivalent value of 8 weeks' rent, capped at a maximum of £5000, as well as faster resolutions to formal disputes should they occur at the end of tenancy. This product is available at no additional cost to you [however, a deposit handling fees still apply]. You also benefit as there is no risk of claims by the hello@reposit.co.uk www.reposit.co.uk tenant(s) for failure to comply with the deposit rules as you have not taken a cash deposit.

When the tenant(s) opt to use Reposit on a tenancy the following terms shall apply:

- We will both be bound by Reposit's Terms and Conditions. A copy of these can be provided to you on request.
- No cash tenancy deposit shall be taken from the tenant(s) and accordingly we will not have the obligation to issue prescribed information to the tenant(s). The relevant tenancy agreement will be amended directly or by way of a mutually signed addendum to reflect this.
- In place of a tenancy deposit, you will have the benefit of Reposit's services which include: cover for end of tenancy charges up to the value of 8 weeks' rent or £5,000, whichever is less, the notification and collection of end of tenancy charges from the tenant(s), and formal dispute resolution.

- Where the tenant(s) are already in situ and decide to exchange their existing cash deposit for a Reposit, the security deposit will be returned to the tenant(s) in full without any deductions once the tenant(s) have successfully signed up to Reposit, paid the Reposit Fee, and we have received confirmation that the Reposit is in effect.
- It is important to note that whilst you will be covered by the Reposit product and paid by Reposit, the tenant(s) remain fully liable for all costs of dilapidations and rent arrears that are outstanding

  at the end of the tenancy. Reposit will pursue the tenant(s) for any valid end of tenancy charges even if you have already been repaid by Reposit. This does not prejudice any claim you have against the tenant(s), over and above the value of 8 weeks' rent covered by Reposit.
- We may receive a commission from Reposit.

- The Landlord will repay any overpaid rent paid, as required by law, following the expiry of a tenancy and upon vacant possession being returned by the tenant.
- The Agent may take any money owed to it by the Landlord from any money they hold for or on behalf of the Landlord for any of their properties.

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8. Repairs and Maintenance

The Agent may instruct contractors on behalf of the Landlord.

The Agent may authorise emergency works without prior consent where:

• health and safety is at risk;

• further damage may occur;

• delay would be unreasonable.

Routine works exceeding £_____will require landlord approval unless emergency circumstances exist.

The Agent accepts no responsibility for workmanship provided by independent contractors.

G. Rent Collection

Rent received shall be held in accordance with Client Money Protection requirements – certified by Property Mark. The Agent will endeavour to pursue arrears but does not guarantee rent payment. The Landlord remains responsible for any legal action against tenants unless otherwise agreed.

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10. Inspections

For fully managed properties inspections may be undertaken approximately every three to six months.

Inspection reports are intended as a snapshot of the property's condition and do not constitute a structural survey.

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11. **Compliance Services**

The Agent may assist with arranging:

• Gas Safety Certificates

• EICRs

• EPCs

• Inventories

Responsibility for legal compliance remains with the Landlord.

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12. **Data Protection**

The Agent will process personal information in accordance with UK GDPR and applicable data protection legislation.

Information may be shared with referencing providers, contractors, deposit schemes and statutory bodies where required.

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13. **Anti-Money Laundering**

Where applicable, Beaumont Jones Lettings may request identity verification and proof of ownership documentation.

Landlords agree to provide documentation promptly upon request.

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14. **Liability**

The Agent shall not be liable for:

• tenant default;

• void periods;

• contractor negligence;

• unforeseen defects;

• interruption of utility services;

• consequential losses.

Liability shall be limited to the amount of fees paid by the Landlord during the previous twelve months.

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15. Complaints Procedure

Complaints should initially be made in writing to:

Beaumont Jones Lettings Ltd

charlotte@beaumontjones.co.uk addressed to Charlotte Jones MNEA, Director

If unresolved, complaints may be referred to the relevant redress scheme.

Beaumont Jones Lettings Ltd is a member of The Property Ombudsman scheme and we subscribe to its Code of Practice.

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16. Client Money Protection

Beaumont Jones Lettings is a member of:

CMP Provider: Propertymark CMP

Membership Number: C0142396

Details are available upon request and displayed at our offices and website.

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17. Termination

Either party may terminate this Agreement by giving:

Tenant Find
Upon completion of the tenancy.

Rent Collection
Initially one year period from date of first rent payment. After which, three months written notice can be given on a rent due date to terminate the rent collection service.

Fully Managed

Initially one year period from date of first rent payment. After which, three months written notice can be given on a rent due date to terminate the fully managed service.

Termination shall not affect fees due in relation to tenants introduced by the Agent during the term of the Agreement and should notice be given prior to the first rent payment and/or within the 14-day cooling off

period, Beaumont Jones Lettings Ltd reserve the right to **charge a fee of up to £600 (plus VAT**), being a contribution towards the costs of valuing your property, the preparation of particulars, advertising, conducting viewings and organising the set-up to let the property.

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18. **Continuing Commission**

Where a tenant introduced by Beaumont Jones Lettings enters into a tenancy, periodic continuation, commission shall remain payable for so long as the tenant remains in occupation unless otherwise agreed.

1G. **Authority**

The Landlord authorises Beaumont Jones Lettings to act as agent in connection with the Property in accordance with these Terms.

Landlord Declaration

I/We confirm that I/we have read and understood these Terms of Business and agree to appoint Beaumont Jones Lettings Ltd under the selected service level.

Landlord:

Landlord:

Agent:

Date:

Cancellation Rights: - If you are entering this Agreement otherwise than at our business premises, you have a right to cancel this Agreement via written notice at any time within fourteen days from date of signature. If you are happy to waiver the cancellation right in order to instruct Beaumont Jones Lettings Ltd to commence the immediately, please sign below.

Signature(s) :