



TERMS & CONDITIONS

Landlord means all registered owners or any person(s) with material interest or a legal right to let or person(s) acting with a legal right on behalf of the Landlord. Landlord in the singular also refers to Landlords in the plural.

1. General Terms

The landlord hereby appoints Platinum Properties (Ely) Limited as agents
The landlord will employ the agents as sole letting agents

2. Termination and Agency Provisions

- i. The agents will be entitled to a fee, as agreed, in respect of any applicant that the agents are instrumental in introducing or referring to the property/landlord (for the avoidance of doubt this would also include an applicant introduced by the agents with whom the landlord decides to deal directly).
- ii. During first marketing, 14 days written or emailed notice is required to terminate this agreement, other than if the property is to be completely withdrawn from the rental market, when immediate notice can be served.
- iii. During the course of the tenancy two months written notice is required to terminate this agreement by the landlord at any time. Notice can only be served six months after the commencement of a new tenancy (including any first let, re-let or tenancy renewal). Two month's written notice can be served upon the landlord to terminate the agreement by the agents at any time.
- iv. In the event of another agent introducing a tenant during the notice period Platinum Properties (Ely) Limited will be entitled to a multiple agency fee in accordance with these terms and conditions.
 - a. The Management Period shall terminate:
If either party shall be wound up either compulsorily or voluntarily or become bankrupt or makes a compromise with his or their creditors, or
 - b. If either party having committed a serious breach of this agreement shall neglect or otherwise fail to remedy such breach (whether capable of remedy or not) within two months of being required to do so in writing by the other party and such other party therein serves upon the party a default notice in writing to summarily terminate the management period.

3. Duties of the Agents

The agents will manage the property in a proper and business-like manner in accordance with the introductory brochure and scale of fees (current edition).

4. Mortgages, Insurance and Leasehold Properties

- i. The agents have no responsibility for checking or liaising with mortgage lenders in respect of any specific requirements in respect of letting, which may exist under the mortgage agreement. The landlord is responsible for obtaining consent to let from mortgage lenders and the agents take instructions on the assumption that consent has been obtained.
- ii. It is the landlord's responsibility to advise insurance providers that the property is let and arrange the necessary insurances.
- iii. It is the landlord's responsibility to obtain consent to sublet if required for leasehold properties or where a general consent to sublet is required.
- iv. The landlord will provide the agents with a copy of the head lease.
- v. In the event of a charge being made by the Head Lessor or their agent in order to approve subletting these costs will be the responsibility of the landlord.

5. Provisions and Exclusions

Without prejudice from the generality of the foregoing provisions it shall be the duty of the agents hereunder during the management agreement period to:

- i. Use reasonable endeavours to procure on the best terms reasonable a suitable tenant for such part of the premises as the landlord shall wish to let.
- ii. Prepare and execute a tenancy agreement in respect of every letting.

- iii. Use all legally reasonable endeavours to collect, on behalf of the landlord, all monies and rent falling due for payment to the landlord.
- iv. Pay and discharge out of monies and rents collected any council tax and service charges due or other outgoings reasonably incurred on the property.
- v. Instruct contractors of good professional standing to carry out repairs to the premises or any part therein in accordance with the landlord's instructions.
- vi. Arrange for electrical, gas and oil boiler and any other relevant checks falling due under current legislation. In the absence of relevant certificates being provided to the agents not less than 5 working days prior to any initial let or their renewal date the agent will arrange for the checks to be carried out and the costs will be deducted from the rental income or on demand.
- vii. Account to the landlord on a monthly basis the balance of account and balance of all monies held by the agents which are being due to the landlord, but held by the agent in respect of any current or anticipated liabilities (including fees payable) unless otherwise agreed in writing.
- viii. Provide the landlord monthly with an account of income and expenditure on the property. Copy Statements thereafter will be charged at £5.
- ix. In the event of advanced rental being taken from the tenant the advanced rental will be held by the agents and paid monthly to the landlord. In the event of a landlord receiving advanced rental the agents will hold two months' rent as a float. The landlords will provide the agent, on demand, with sufficient funds to cover any additional authorised expenditure or any legally due refunds to the tenant.

6. It shall be no part of the duties or powers of the agents to supervise or in any way be responsible for checking or supervising works carried out to the property save to employ competent contractors or in-house personnel to carry out works on a professional basis.

- 7.** i. The agents shall not be held responsible for checking any mechanical or electrical appliances or other fixed equipment at the termination of the tenancy.
- ii. The agents shall not be held responsible for checking loft spaces or roof voids.

7.1. Unless caused by the agents negligence in the provision of the service (clause 3), no liability shall be attached to the agent either in contract or in tort or otherwise for any loss, injury, damage or legal or other expenses sustained as a result of:

- i. the agent having reasonably relied upon the landlord to provide accurately all relevant information;
- ii. any forecast by the agent of future income and expenditure;
- iii. any defect or failure to identify any defect in the property, fixtures and fittings or furnishings whether or not such defect can be latent or apparent upon examination;
- iv. the act, omission or insolvency of any person other than the agent; and
- v. any failure on the part of the tenant to pay the rent or to comply with the terms of the tenancy agreement

7.2. The landlord shall indemnify the agent in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses referred to in clause 7.1 i. to v. above.

7.3. The agent shall not be liable to indemnify the landlord in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses arising as referred to in clause 7.1 i. to ii. above.

7.4. Clauses 7.1. to 7.3 above shall not be valid insofar as prohibited by statute.

7.5. In no circumstances shall the agent be liable for any consequent or loss or damage save where death or injury results from negligence on the part of the agent or its employees.

7.6. In the event of a notice of repossession (i.e. tenant leaving) falling due on a non-working day the agents, in respect of managed properties, will carry out a check out on the first available working day thereafter.

7.7. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond their control, including but not limited to acts of god, war, terrorism, riot, fire, flood, storm, accident or breakdown of equipment.

8. Costs

- i. The agents will charge a marketing fee, as agreed with individual clients, payable at the point of marketing / re-marketing a property. This fee is non-refundable.
- ii. The agents will charge a fee as agreed with individual clients plus VAT on the gross amount of all rent received by the agents on behalf of or paid directly to the landlord during the management period.
- iii. If a let has been agreed between landlord and tenant, references completed and tenancy agreement prepared and the landlord subsequently withdraws the property a withdrawal fee of £500 including VAT will be payable in all cases.
- iv. In the event of a landlord authorising preparation of references and subsequently withdrawing the property the landlord will, via the agents, be responsible for refunding any fees or costs incurred to the prospective tenants.
- v. In addition, the agents shall be entitled to reimburse and retain out of any monies collected the amount of all expenses and disbursements properly incurred by the agents in the performance of their duties.
- vi. A charge of £120 per annum (pro rata) will be charged to overseas landlords who do not have exemption to receive rents gross. There is no charge for landlords with a valid exemption.
- vii. If insurance, including buildings, contents, rental warranty, legal protection, emergency assistance are arranged on behalf of the landlord, premiums will be deducted from rents received and policies will be renewed on an annual basis thereafter until such time as the landlord gives notice in writing to the agent to terminate the policies. Insurance premiums are deducted on an annual basis. The agents receive a commission or fee from the insurance broker/company in respect of policies arranged through their offices. The agents will not renew insurances when management has ceased.
- viii. The agents shall have sole lettings rights on the property, subject to clause 2. ii. In the event of other agents being instructed during this period the agreed fee will increase by 2% for the first six months in the event of the property being let by the agent.
- ix. The agents will hold the deposits on all managed properties. Deposits on let only tenancies will be held by the agents subject to clauses 16. vi. and vii. at an annual cost of £45.

- x. A fee of 10% of the contract price, inclusive of VAT, will be charged for managing and overseeing refurbishments (not repairs). This will be agreed on an individual basis.
- xi. In the event of insufficient monies being available from the deposit to cover costs the agents will take their fees first. Any waiver of fees due to the agents will be at the agent's discretion.
- xii. In some cases due to tenant negligence contractors invoices are the tenant's responsibility. In the event of tenants not paying these invoices they shall be logged against the tenants deposit for deduction at the end of the tenancy (legislatively we are unable to deduct them beforehand). The payment of these invoices will be the landlord's responsibility and will be deducted from rent pending reimbursement from the tenant.
- xiii. Where we are ceasing management of the property the agents reserve the right to withhold 50% of the last months rental to cover anticipated costs (where a contractor has been instructed to carry out work and invoice not received or where there is a potential deposit deduction dispute with the tenant).
- xiv. In respect of additional works instructed by the landlord over and above those agreed as part of the originally selected service level, a change will be levied as outlined in the management brochure and scale of our services and fees.

9. Energy Performance Certificate

All properties on the market require an Energy Performance Certificate (EPC) and under MEES regulations as of 1 April 2018 all properties must have a minimum energy rating of 'E'. Where a valid EPC is not available the agents will arrange for an EPC to be prepared at the landlords cost. In the event of the property being withdrawn the landlord will pay for the EPC on demand and ownership of the EPC will remain the agents until such time as it has been paid for. We are unable to commence marketing without an EPC.

10. Repairs/Maintenance/Testing

- i. In the event of a landlord using their own nominated contractors to carry out repairs the agents reserve the right to instruct their own contractors if the landlords nominated contractors prove to be inefficient, unreliable or incompetent in any way.
- ii. The agents check the public liability insurance and trade body registration of their retained contractors on an annual basis. The agents take no responsibility for checking these matters in respect of the landlords own contractors, this remains the responsibility of the landlord.
- iii. As in clause 5. vi. The agents will arrange for electricity, gas, oil boiler and any other relevant checks unless the landlord specifically instructs otherwise. If landlord elects to arrange for these tests themselves all relevant certification and/or reports must be provided to the agent a minimum of five working days prior to a new tenancy or any renewal date. If these certificates are no received five days prior the agents will arrange for these checks to be carried out and the costs will be deducted from the landlords account.

11. Work in Progress

In the event of contractors being instructed on the landlord's behalf to carry out work, the cost of which will be over expected rental income, or if no income is being received, the landlord will provide the agents with sufficient funds to cover the expense of these works on demand.

12. Loss or Damage

The agent shall not be liable for any loss or damage that the landlord may suffer through the act, default or negligence of any tenant or any other person which may arise otherwise than through the negligence or wilful default on the part of the agents.

13. Dispute/Complaints

The agents operate a complaints handling procedure. A copy of the complaints handling procedure is available on request and will be issued in the event of a dispute or a complaint being made which cannot be immediately and simply resolved.

14. Overseas Landlords

In respect of a landlord residing overseas, it is the landlord's duty and responsibility to provide the agents with the necessary documentation to pay rental gross. In the absence of any exemption certificate the agents are required by the HM revenues and Customs to withhold basic rate tax from the rental income less allowable expenses and to pay such sums over on an annual basis.

15. Alteration of Instructions/Change of Ownership

- i. Any alterations in instructions will be confirmed in writing by email or post to the agents offices.
- ii. The landlord will notify the agents immediately either by email or post to the agents offices of any change of ownership or name or legal status.

16. Deposits

The agents are members of a government approved tenants deposit scheme. Under that scheme we are required to provide you with the following information.

DEFINITIONS

Landlord: Owner of the property or a person who has a material interest in the property and a legal right to let it.

Property: The address that is to be let.

Deposit: Money held at the beginning of the tenancy.

Stakeholder: How the deposit is held. As stakeholder agreement must be reached between the landlord and tenant on how the deposit is distributed/spent/returned.

ADR: Alternative Dispute Resolution Service

- i. If the agent is instructed by the landlord to hold the deposit, the agent shall do so under the terms of a government approved deposit scheme. The agent, in the case of managed properties, will pay the deposit over to a government approved custodial deposit scheme. If there is no dispute the agent will arrange with the deposit scheme to be paid 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.
- ii. If there remains an unresolved dispute between the landlord and the tenant over allocation of the deposit it will be submitted to the ADR for adjudication. All parties agree to co-operate with any adjudication process. Where the amount in dispute is over £5,000 the landlord and the tenant will agree, by signing the tenancy agreement and associated terms of business, to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ADR. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

- iii. The statutory rights of either you, the landlord, or the tenant(s) to take legal action against the other party remain unaffected.
- iv. It is not compulsory for the parties to refer the dispute to the ADR for adjudication. The parties may, if either party wish to do so, seek the decision of the court. However, this process may take longer and may incur further additional costs. Judges may, as it is a provision within the tenancy agreement signed by both parties, refer the dispute back to the ADR for adjudication.
- v. If the parties do agree that a dispute should be resolved by ADR, they must accept the decision of the ADR as final and binding. We must co-operate with the ADR in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute. The landlord will pay contractors and agents disputed costs pending resolution.
- i. If 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.

The Tenancy Deposit (Let Only)

- vi. If the landlord decides to hold the deposit we will require the landlords deposit registration details, including their ID and registration. The deposit will be paid over to the landlord on the understanding they take over the liability for its registration and issue of the legally required certification and prescribed information thereafter. If the landlord fails to protect the tenants deposit the tenant can take legal action against the landlord in the County Court. The court will make an order stating that the landlord must pay the deposit back to the tenant alongside any awarded compensation (up to equal three times the deposit) and the landlord will be unable to issue a valid possession order. The agent takes no liability for any losses suffered if he landlord fails to comply.

OR

- vii. Platinum Properties will hold the deposit in a government approved scheme for which an annual administrative charge will apply and is payable upon demand.

17. How we Hold your Money

Landlords money is processed using the services of PayProp uk.payprop.com via National Westminster Bank Plc.
Client Account No.26966212.

Any interest on this account belongs to PayProp.

18. Signing of the Tenancy Agreement and Notices

The landlord agrees and accepts that any Platinum Properties (Ely) Limited members of staff are legally able to sign on their behalf a tenancy agreement or any notice issued under the Housing Act 1988, as amended by the Housing Act 1996, the Landlord and Tenant Act 1988 and the Deregulation Act 2015 as amended in the Deregulation Act 2018 and any amending legislation in respect of the property at the address shown on the Landlord Questionnaire.

19. Incorrect Information

- i. If 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.

20. Data Protection

- i. The agent will collect and hold data for the purposes of providing services as outlined within the management pack.
- ii. The agent will hold all data securely.
- iii. The agent will not pass data to any other persons or organisations outside of those required to carry out the duties as laid out within the management pack.
- iv. The landlord can correct any information held about them and request access to personal data by applying in writing to the agent.
- v. The agent may release the landlords personal details to public offices where requested if deemed appropriate.
- vi. Upon termination of the agreement the agent will destroy any data held in relation to the landlord and property in accordance with the Data Protection Act 2018.

Let Only & Managed No Repair Landlords

Landlords with Let Only or Managed (No Repair) service provisions should ensure that they are registered with the Information Commissioners Office and provide their tenants with their own privacy and data protection policies. Platinum Properties accept no liability for the landlords processing, storage or use of the tenants data which is provided on the understanding that the landlord has met their legal obligations. Platinum Properties accept no liability for a landlords failure to ensure compliance in this respect.

Managed & Managed VIP Landlords

Landlords with Managed and Managed VIP service provisions should not require their tenants information and, as such, will be covered by the use of Platinum Properties ICO registration and Data Protection Policies. However, where information is requested you will need to register with the ICO and present the tenant(s) with your own Data Protection Policy via Platinum Properties. Platinum Properties accept no liability for a landlords failure to ensure compliance in this respect.

These Terms and Conditions should be read in conjunction with the management brochure and scale of our services and fees are subject to change with one months written notice.