



KENSINGTON LETTINGS

WALMER HOUSE · 32 BATH STREET · CHELTENHAM · GLOUCESTERSHIRE · GL50 1YA
Telephone 01242 253830 · Fax 01242 578262 · E-mail kensingtonlets@aol.com

Kensington Lettings Terms and Conditions of Business

Date

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Full names of Legal Owners:

Landlords Contact Address *(Please include postcode)*

Landlords Tel

No:

Home Mobile e-
mail

Property Address *(Please include postcode)*

Rental Asking Price PCM *(per calendar month)*

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If the property is a leasehold property please give details of who the Superior Landlord is: *(please enclose a copy of the lease)*

Name

Address

Bank Details

for rental income:

Bank Name & Address	
A/C Name	
A/C Number	
Sort Code	



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Safety Regulations and Certificates

1. Does the property have a gas supply? Yes/No
If yes do you require us to arrange safety a test Yes/No
2. Does the property have portable electrical appliances? Yes/No
If yes do you require us to arrange safety a test Yes/No
3. Do you have a valid EPC Certificate for the property? Yes/No
If no, do you require us to instruct this to be done Yes/No

Properties cannot be marketed for Let without a valid Energy Performance Certificate. If you do not want us to instruct to have any or all of the above completed then you will need to supply us with the relevant copies of these certificates.

Utilities & Maintenance

Please give the
location/
information of the
following:

Mains Water Tap
Fuse Box
Electricity Meter
Gas Meter
Water Meter
Security System
Code
Door Entry Code
Council Tax Band

Is maintenance to be arranged by us Yes/No

If no please detail your alternative instructions: Name,
Email & Telephone:

NB: If yes you authorise us as your agent to spend up to £250 plus vat on repairs on a single item without reference to you. However you may authorise us to spend a different amount, please confirm the amount £



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This Agreement is made between the Owner(s) of the Property and *Kensington Lettings*. The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged. We will at all times endeavour to provide a professional service, but we will accept no responsibility for any loss or damage, whether direct or indirect, suffered by you as a result of: Any failure on the part of the tenant to comply with the terms of the Agency Agreement including non payment of rent, any failure to comply with safety or other regulations, any failure by you to maintain adequate insurance cover to include building and contents insurance.

English Law – These Terms of Business are governed by the Law of England and Wales. You and Kensington Lettings agree that the courts of England and Wales have the sole right to decide upon any cases arising from these terms. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

1. Terms of Appointment

You appoint us to act as your sole agent to carry out the service selected. You will pay us for providing the selected service in accordance with our current scale of fees. Our appointment as managing agent is for the duration of the tenancy, including any renewal, extension or re-letting. The agreement will end on the expiry of any letting we have arranged; or if the letting is renewed, the agreement will end when the renewed tenancy expires. You or we may end the agreement by giving 60 days written notice to the other. If you give notice to end the agreement, you must pay us all money you owe us up to and including the date the agreement ends. We reserve the right to charge any fees due to us under the agreement up to the expiry of any letting to a tenant we have introduced. If before the agreement ends, you enter into a renewed tenancy with a tenant whom we introduced, you must pay us the relevant fee set out in our current scale of fees.

2. Proof of Ownership

You must provide us with proof of ownership of the property you wish to let along with proof of photo identity. This can either be a passport or driving license.

3. Energy Performance Certificate (EPC)

As a Landlord you must comply with the Energy Performance of Buildings Regulations (2007/991). You must ensure a certificate is available prior to marketing. You agree that we can pass your details to a third party for the purpose of preparing the EPC. (Separate charges apply. Please see our scale of fees)

4. Safety Legislation

As a Landlord you must comply with the following legislation Gas Safety (Installation and Use) Regulations 1998 The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 The Electrical Equipment (Safety) Regulations 1994 Part P of Schedule 1 of the Building Regulations Act 2005. You must ensure that all electrical installations in the property are safe and in good working order so that tenant safety is not put at risk. Failure to comply could result in you being fined, imprisoned or both. We strongly recommend the completion of an electrical periodic inspection at the property at least every 10 years. If you arrange for the Landlords Gas Safety Check and the Portable Appliance Test yourself we will require the certificates prior to any let commencing. We will contact you when these checks are due their annual renewal. Should you not confirm that you will arrange to have the renewals completed we will instruct a contractor of our choice. Please see our scale of fees for the charges that will be incurred. By signing this agreement you confirm that your property complies with these regulations.

5. Houses in Multiple Occupation (HMO)

As a Landlord you must comply with the HMO Licensing in England under Part 2 of the Housing Act 2004 legislation. Your property may require a HMO licence and it is your responsibility to determine this with the local council. You may require planning consent to let your property as a HMO and it is your responsibility to determine this with the local council. By signing this agreement you confirm that your property complies with these regulations.

6. Mortgages

Should the property be subject to a mortgage, it is your responsibility to obtain the required permission from the lender to let the property. You must obtain this permission in writing.

7. Leasehold Properties

If your property is Leasehold you should check that letting is permitted by the terms of the Lease and any written permission required is obtain prior to the Let.

8. Insurance

We strongly recommend that you have specialist Landlord Insurance. It is your responsibility to ensure your property and contents are adequately insured. Many insurance policies do not cover lettings; therefore it is extremely important that you notify your insurance company of your intention to let.

9. Indemnities

You agree to indemnify us as Agents against costs. Any costs, claims, demands, expenses or liabilities incurred or imposed on us provided that they were incurred on your behalf in pursuit of our normal duties. (Indemnify means to fully protect us against loss)



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10. Prior to Letting

You are responsible for ensuring the property is in good condition for letting. You confirm that all appliances are in working order and are clean. All soft furnishings and carpets are clean.

11. Rent

The rent quoted to potential tenants, unless specifically agreed otherwise, will include all payments for which you are responsible such as ground rent, service charges etc. It is normal for the tenant to take over the cost of utilities, council tax, telephone accounts, television license and fuel used during their tenancy. We will not be held responsible at the end of the tenancy should the tenant have failed to pay for any of these services. The rent will be remitted to your nominated bank account, less any deductions for our fees and any expenses incurred by the property. A statement of account will be sent to you on a monthly basis and no rent will be payable until we have received the relevant funds from the Tenant.

12. Non-Resident Landlords (Overseas)

If you reside abroad and we do not hold an Exemption Certificate issued to us directly from Inland Revenue we are required to deduct tax at the appropriate rate from your rent and pay this tax quarterly to the Inland Revenue. We will make a charge of £60.00 plus vat for this which will be deducted at a rate of £15.00 plus vat quarterly. You will indemnify us for any costs we may incur as a result of you going overseas.

13. References

Unless otherwise instructed we will use our standard form of referencing for all tenancies.

14. Tenancy Agreement

Unless otherwise instructed in writing, our standard form of Tenancy Agreement will be used. Should you wish to prepare your own there will be no reduction in our set up fee. We cannot advise you on the legal technicalities of your rights and obligations as a Landlord and therefore you should consult your own solicitor.

15. Tenancy Renewals

If both parties, yourself and the tenant, wish to enter into a new fixed term at the end of their current fixed term we will issue a new tenancy agreement. Should a new tenancy agreement not be agreed but neither party serve the required termination notice then the current agreement will automatically turn into a periodic tenancy.

16. Termination Notice

Two clear months notice is required to terminate an Assured Shorthold Tenancy. We will only serve this notice with your written instruction.

17. Tenancy Deposits

We are members of the Deposit Protection Service and will register the deposit with the scheme in line with the current government legislation. At the end of the tenancy if there is no dispute we will instruct the DPS to allocate any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord to us, or instruct the DPS to repay the whole balance of the deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. If after 20 working days following notification of a dispute to the member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the adjudicator. All parties agree to co-operate with the adjudication.

The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected. We reserve the right to charge additional administration fees of up to £150 plus vat in the event of a dispute at the end of the tenancy that cannot be resolved through negotiation between any of the relevant parties and is therefore referred to the DPS. We take no responsibility for the return of the disputed amount to the tenant if you do not co-operate with the reasonable requests of Kensington Lettings and supply all necessary documentation to support the withholding of all or part of the deposit.

18. Inventory & Schedule of Condition

This is detailed evidence of the condition of the property and its contents. We will prepare or update an inventory and schedule of condition and agree this with the tenants at the commencement of each new letting. Photographic evidence may also be included. Should you wish to prepare your own inventory we will not check this prior to the start of the tenancy. Should the tenant require any alterations to be made to the inventory you will be responsible for completing this along with supplying the tenant and us with the updated documentation.

19. Property Inspections

We will conduct periodic inspections and notify you of any visible problems, but we will not check the contents against the inventory or compare the property with any schedule of condition. No responsibility can be taken for any hidden or latent defect.

20. Maintenance

Unless otherwise instructed in writing we will arrange for general repairs and maintenance of the property up to the value of £250 as they arise without any further instruction from you.

The cost will be deducted from your next rental payment received following us being in receipt of the contractors invoice. You agree to indemnify us against any costs we incur in an emergency situation where we are unable to contact you.



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21. Keys

We require three complete sets of keys for the property. If you do not have three sets we can arrange to have these cut at your expense. Should any further sets be required you will be notified prior to the additional sets being cut.

22. Utility Providers

We do not transfer services on yours or the tenants' behalf due to the increasing amount of providers that will only deal with the person who is responsible for the bill not a third party. Please tell the relevant services that you are no longer responsible from a given date for paying these bills. You agree for the gas and electricity accounts to be transferred to the tenant's name for the duration of the tenancy. We cannot accept responsibility if a tenant fails to register any of these services in their name.

23. Void Periods

We do not include the management or supervision of vacant properties. This applies whether the property is vacant before or after the ending of a tenancy or during any period between tenancies.

24. Legal Action

You will be informed of any rent arrears or breaches of covenant brought to our attention. It will be your responsibility to appoint solicitors to act for you at your expense if legal action is needed to collect the rent or obtain possession of the property or for any other matter relating to the tenancy.

25. Mail

Please make your own arrangements for mail to be forwarded to you from your property as we will not be responsible for forwarding mail.

26. At the end of the Tenancy

We reserve the right to withhold the last months rental until we are satisfied that no further expenses are to be paid from your account.

27. Selling to a Party Introduced by Us

In the event of a party introduced by us (or any person or body associated with that party) subsequently purchasing the premises, whether before or after entering into a Tenancy Agreement, commission shall be payable to us on completion of the sale at a rate of 1% of the sale price at the prevailing rate subject to a minimum fee of £800.00.

28. Withdrawal of Instruction

Should we secure a tenant and referencing has begun or been completed and you decide, for whatever reason, not to proceed, there will be a charge of £175.00.

29. Variation of Terms

We reserve the right to change this Terms of Business and will give you 28 days' prior written notice of the change. If the change is to your disadvantage, you may end this agreement by giving at least 28 days' written notice to us.

Letting Only Service

If you have selected our Let Only Service, all of the terms previously outlined will apply with the exception of clauses 1, 12, 19, 20, 21, 28

This service includes:

We will: advise you on the rental income you can expect to achieve, market the Property, give guidance on the statutory safety regulations required, introduce and arrange for prospective tenants to view the property, accompany prospective tenants to view the property, obtain references on prospective tenants, where necessary, obtain additional security by means of a guarantor, prepare our tenancy agreement, renew the agreement where necessary at the end of the tenancy term, sign the tenancy agreement on your behalf unless we receive written instruction otherwise and register the deposit and deal with the related administration. You will then take over the management of the property and will receive from us the documentation we have collated, along with a Statement of Account. We strongly advise that you have an inventory. Should you wish for us to prepare this document separate charges will apply.

Schedule of Fees

Find Tenant Only Service: 75% of the first months' rent (subject to a minimum fee if £300)

Optional additional fees:

Production of a bespoke Inventory: £100.00 for a 2-bedroom property and a further £50.00 for each additional bedroom thereafter

Registration of the deposit with the DPS: £35.00

Management Fee: 10% of the gross monthly rent

Set-up Fee £200.00: Unfurnished property

Set-up Fee £250.00: Furnished or part-furnished property

Court Attendance Fee: £50.00 per hour



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Service Required: **Tick as applicable*

Tenant Find Only Service ☐
Full Management Service ☐

I/ We all legal owners of the property, have read, understood and accept the terms and conditions herein and the fees charged by Kensington Lettings in respect of the various services offered. I/ We also confirm that whatever information is necessary for Kensington Lettings to undertake these instructions will be made available to them.

I/We also hereby give authority to Kensington Lettings to sign any Tenancy Agreements on our behalf.

We understand that whilst Kensington Lettings make every effort to secure suitable tenancies, no legal liability is accepted in the event the tenancies prove unsatisfactory for whatever reason.

Signed	<input type="text"/>	Name	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Name	<input type="text"/>	Date	<input type="text"/>

Notice of the Right to Cancel

The consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice at any time within the period of 7 days starting with the day of receipt of a notice in writing of the right to cancel the contract. [Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regs. 2008]

Agent's name: Kensington Lettings

The address, (including any electronic mail address as well as the postal address), of a person to whom cancellations notice may be given. Walmer House, 32 Bath Street, Cheltenham, Glos, GL50 1YA or kensingtonlets.aol.com name: Amanda French

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named above.

You may have to pay for any services we have supplied if the performance of the contract has begun with your agreement before the end of the cancellation period.