

LANDLORD TERMS & CONDITIONS

To renting a property

Agency Instruction

Property Address

Town/City

Postcode

I confirm

- ☐ I am the sole legal owner of the above leasehold/freehold property
- ☐ I am the joint owner of the above leasehold/freehold property with
- ☐ My parking bay/garage number is
- ☐ The property is offered without parking

Agreement

I accept and agree these terms and conditions of business and wish Blackstones Residential LTD to provide the following service (please tick):

- ☐ Let Service 7% NO VAT
- ☐ Letting & Rent Collection Service 8% NO VAT
- ☐ Letting & Property Management Service 12% NO VAT

yes no

- | | | |
|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Inventory |
| <input type="checkbox"/> | <input type="checkbox"/> | Check In |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Out |
| <input type="checkbox"/> | <input type="checkbox"/> | Rent Protection Warranty |
| <input type="checkbox"/> | <input type="checkbox"/> | Deposit Registration |
| <input type="checkbox"/> | <input type="checkbox"/> | Energy Performance Certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Gas Performance Certificate |

Do you want Blackstones Residential to pay you:

yes no

- | | | |
|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Service Charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Ground Rent |

Notes

Landlord Details

Name (Landlord 1)

Address

Email

Telephone

Mobile

Names (Landlord 2)

Address

Email

Telephone

Mobile

Name (Landlord 3)

Address

Email

Telephone

Mobile

Names (Landlord 4)

Address

Email

Telephone

Mobile

Bank Detail

Bank Name

Bank Address

Account Number

Sort Code

Account Name

TERMS & CONDITIONS OF BUSINESS

The Landlord should read these Terms of Business carefully and in particular Section 1 which clearly sets out the commission, fees and other charges, including any renewal, extension or continuation of the Tenancy, either as a fixed term or a periodic tenancy, which will be payable by a Landlord.

These Terms of Business apply where we have secured the execution of a tenancy after having received written confirmation from you, even if a signed copy of these Terms is not returned to Blackstones Residential.

SECTION 1: COMMISSION FEES & CHARGES

- 1.1 SOLE AGENCY** - By appointing us, you agree that we shall have sole agency to market the property for a period of 8 weeks from the later of the date of instruction or the date of completion. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.
- 1.2 COMMISSION** - You are responsible for paying our commission 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 any or all of the below:
- a. a viewing conducted by us;
 - b. sight of any marketing or advertising material produced by us or by our instructions;
 - c. an introduction from an existing occupier for which we have previously charged a commission;
 - d. the work of any other agent or third party where this occurs during our period of sole agency.

You should note that this may involve you paying commission to two agents if you instruct another agent to find an occupier for your property during the period that we are instructed on a sole agency basis. This commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of said extension, renewal or continuation and for the period of time any party to such extension, renewal or continuation or their assignees, subtenants or successors in title continue to reside in the property. Our commission is payable whether or not we are the effective cause of the extension, renewal or continuation.

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.

- 1.3 NO VAT** - Value Added Tax will not be chargeable on commission, fees and charges at the prevailing rate (currently 0%). This rate will not change. All fees are not VAT applicable as Blackstones Residential is not qualified for VAT registration.
- 1.4 LET ONLY SERVICE** - Blackstones Residential will charge a commission of 7% NO VAT of the total rent payable for the term of the tenancy (13% NO VAT for tenancies of three months or less) which shall be payable in advance, on the signing of the tenancy agreement.

In the event that the initial tenancy is extended, renewed or continued, whether or not negotiated by Blackstones Residential, a fee of 7% NO VAT of the gross rent for the full term of the extension, renewal or continuation is payable in advance at the commencement of each extension, renewal or continuation and is payable throughout the entire period that the Tenant remains in occupation of the property.

The Let Only Service will remain in effect for the duration of the Tenant's occupancy. To clarify, the Tenant's occupancy will continue until all parties forming the Tenant as secured by Blackstones Residential have activated and exercised the termination of the tenancy by physically departing the property. This includes, but is not limited to, the original term and any fixed, periodic or rolling extension, renewal or continuation of that term.

- 1.5 LETTING & RENT COLLECTION SERVICE** - Blackstones Residential will charge a commission of 8% NO VAT of the total rent payable for the term of the tenancy (14% NO VAT for tenancies of three months or less) which shall be payable in advance, on the signing of the tenancy agreement.

In the event that the initial tenancy is extended, renewed or continued, whether or not negotiated by Blackstones Residential, a fee of 8% NO VAT of the gross rent for the full term of the extension, renewal or continuation is payable in advance at the commencement of each extension, renewal or continuation and is payable throughout the entire period that the Tenant remains in occupation of the property.

If the rent collection service should be terminated, the Let Only Service will remain in effect for the duration of the Tenant's occupancy. To clarify, the Tenant's occupancy will continue until all parties forming the Tenant as secured by Blackstones Residential have activated and exercised the termination of the tenancy by physically departing the property. This includes, but is not limited to, the original term and any fixed, periodic or rolling extension, renewal or continuation of that term.

- 1.6 PROPERTY MANAGEMENT SERVICE** - Blackstones Residential will charge a commission of 12% NO VAT of the total rent payable for the term of the tenancy (18% NO VAT for tenancies of three months or less) which shall be payable in advance, on the signing of the tenancy agreement.

In the event that the initial tenancy is extended, renewed or continued, whether or not negotiated by Blackstones Residential, a fee of 18% NO VAT of the gross rent for the full term of the extension, renewal or continuation is payable in advance at the commencement of each extension, renewal or continuation and is payable throughout the entire period that the Tenant remains in occupation of the property.

If the management service should be terminated, the Let Only Service will remain in effect for the duration of the Tenant's occupancy. To clarify, the Tenant's occupancy will continue until all parties forming the Tenant as secured by Blackstones Residential have activated and exercised the termination of the tenancy by physically departing the property. This includes, but is not limited to, the original term and any fixed, periodic or rolling extension, renewal or continuation of that term.

- 1.7 PAYMENT OF FEES** - Notwithstanding that the above mentioned fees are payable in advance, Blackstones Residential agrees to accept payment as follows:
Let Only Service - Payment will be taken from the first month's rent. In the event that the first month's rent is less than the total fee, the balance will be taken from the second month's rent.
Letting & Rent Collection and Letting & Property Management Services - Payment will be deducted from the monthly rent on a pro rata basis.

Blackstones Residential will update the Terms of Business from time to time and in line with this you, as Landlord agree by signing this Agreement to be automatically bound by our updated terms. We may send you a letter notifying you of our most recent updated or amended terms, please be advised that the notification letter will not require your signature to indicate agreement, as your agreement to these terms will automatically bind you.

- 1.8 ADDITIONAL SERVICES** - The following Services are in addition to the above and may be subject to additional charges;
- a. **INVENTORY** - Preparation of an Inventory on behalf of the Landlord by an independent inventory clerk. The cost depends on the size and style of the property current prices will be provided upon request. The cost is borne by the Landlord.
 - b. **CHECK IN / CHECK OUT INSPECTION** - A check in / check out inspection will be conducted by an independent inventory clerk. The cost depends on the size and style of the property current prices will be provided upon request. The cost of the check in / check out inspections will be borne by the Landlord.
 - c. **REFERENCES** - Following your acceptance of an offer, we will instruct an independent credit referencing agency to conduct background reference checks on the prospective tenant. These checks will include credit checks, employment and previous landlord references. The cost of the references will be borne by the landlord at a cost of £45 NO VAT per tenant/guarantor.
 - d. **CLEANING** - Professional pre-tenancy cleaning can be provided if required. Estimates will be provided upon request.
 - e. **TENANCY AGREEMENT** - Preparation of our standard Tenancy Agreement is £120 NO VAT for a new Tenancy at £90 NO VAT for the renewal of an existing Tenancy.
 - f. **SERVICE OF NOTICES** - Service of notices to terminate a Tenancy when we are not managing the property will be subject to an administration fee of £90 NO VAT. This service is only included in the full management service.
 - g. **TAX RETENTION** - If the Landlord is not resident in the UK and we have not received authority from HMRC to pay rents without deducting tax we will charge an administration fee of £30 NO VAT each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
 - h. **HMRC RETURN FOR NON RESIDENTS LANDLORDS** - Property investors are considered Non-Resident Landlords if they spend more than six months in any tax year outside the UK. The Statutory Residence Test or other tax definitions of residence don't apply to Non-Resident Landlords. We can submit annual returns for Non-Resident Landlords. Estimate on request.
 - i. **DEPOSIT REGISTRATION** - The administration fee for registering the Tenancy Deposit with the approved tenancy deposit scheme is £50 NO VAT paid per tenancy in advance (also chargeable at point of tenancy renewal or extension).
 - j. **DISPUTE DOCUMENTATION** - If we are required to prepare documentation for County Court proceedings or Tenancy Deposit adjudication, there will be a charge of £60 NO VAT.
 - k. **INCOME & EXPENDITURE REPORT/DUPLICATE STATEMENTS** - Duplicate statements can be provided to you or your accountant for a fee of £20 NO VAT for all the statements covering a single tax year.
 - l. **EPC** - If required, an Energy Performance Certificate can be commissioned at a cost from £80 NO VAT.

- m. GAS SAFETY** - If required we can arrange for inspection of the property by a Gas safe registered installer and provision of a gas safety certificate at a cost from £100 NO VAT.
 - n. ELECTRICAL EQUIPMENT** - At the Landlord's request, we can arrange for inspection and certification of electrical equipment on the property by a suitably qualified electrical contractor. Estimates available on request.
 - o. PROPERTY LICENSING** - If required by law and requested by the Landlord Blackstones Residential can, on your behalf, apply for a license to let the property at a cost of £180 NO VAT.
 - p. TITLE REGISTER** - If you are unable to provide us with a proof of ownership, Blackstones Residential can obtain a Title Register from HM Land Registry at a cost of £20 NO VAT.
 - q. RIGHT TO RENT** - Where we do not manage the property we can, on the request of the Landlord, carry out 'right to rent' checks on any existing tenant whose 'right to rent' has expired at a charge of £45 NO VAT per individual tenant.
 - r. COURT APPEARANCE** - Appearances before any court or tribunal will be by special arrangement and the fee for such attendance will be £420 NO VAT (per day, or part thereof).
 - s. CONDITION INSPECTIONS** - We endeavour to carry out non-expert condition inspections twice per year on properties where we provide our management service. These inspections are charged at £75 NO VAT each.
 - t. WITHDRAWAL** - If instructions given by the Landlord to proceed with a proposed Tenancy are subsequently withdrawn by the Landlord you, as Landlord agree by signing this Agreement or asking us to act on your behalf to meet some of the costs and expenses incurred by us up to the sum of £1600 NO VAT.
 - u. SMART RENTAL PROTECTION +** - For your protection against uncovered rent, with no exclusive periods at a charge of £110 NO VAT for 6 months or £165 NO VAT for 1 year. For further information please refer to our website under Landlord Fees.
- 1.9 SUB AGENCY** - We may give details of your property on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. There is no additional expense for this service and it increases the chance of letting the property promptly.

SECTION 2: PRE LETTING REQUIREMENTS

- 2.1 MONEY LAUNDERING REGULATIONS** - Under Money Laundering Regulations 2007 and as replaced by the Money Laundering Regulations 2017 we are compelled by law to confirm the identity of all clients with whom we have business dealings and retain evidence of this confirmation and the dealings for a period of five years. See clause 4.18 for further details.
- 2.2 JOINT OWNERSHIP** - By signing this document you confirm that you are the owner or joint owners of the property or you are fully authorised as or by the owner or joint owners to let the property and that you have written authority to act on their behalf. You further confirm that you have provided the names of all joint owners so that these may be named in the tenancy agreement.
- 2.3 LANDLORD INFORMATION** - The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.
- 2.4 INCOME TAX** - If you are not a resident in the UK for a period in excess of six months in the tax year you will need an approval number to prevent tax being deducted from your rental income. This should be obtained prior to any tenancy being granted and you should inform us of any change in residency. See clause 4.5 for further details.
- 2.5 LANDLORD & TENANT ACT 1987** - This act stipulates that the Tenant must be provided with an address in England and Wales at which notices (including notices in proceedings) may be served on the Landlord. If you do not reside in England or Wales you must provide us with an address in England or Wales where notices can be served. If this address changes during the tenancy you must inform us immediately. If you fail to provide an address the Tenant has no liability to pay rent until this is rectified and an address is given.
- 2.6 MORTGAGE CONSENT** - Where a property is subject to a mortgage or other loan, it is normally a requirement that written permission is required to let the property. By signing this document you warrant that such permission has been granted. You must inform us of any special conditions imposed by the lender before entering into a tenancy as conditions or penalties cannot be imposed on a Tenant at a later date.
- 2.7 LEASEHOLD CONSENT** - Where a property is held on a lease you must ensure that the intended letting is permitted by the terms of your lease, that the intended tenancy is for a period expiring prior to the termination of your lease and that any permissions required to sub-let have been obtained. Unless otherwise advised in writing, we will assume that all such permissions have been obtained (under our Property Management Service we can, on your request, obtain such permissions if you provide written consent to the relevant party authorising us to act on your behalf. The freeholder may impose a charge for this permission.)

You must also provide us with a copy of the sections of the lease pertaining to the Leaseholder's obligations to attach to the tenancy agreement otherwise the Tenant does not have to comply which may lead you to breaching terms of your lease and legal action being taken against you.

2.8 ENERGY PERFORMANCE CERTIFICATE - It is compulsory for all landlords to obtain an EPC before a property can be marketed for rent. The EPC is valid for 10 years and must be made available to prospective tenants. If you do not hold a valid EPC, we can organise this at your expense as detailed in clause 1.8 I. From 1st April 2018 all rental properties must have a minimum energy performance rating of E. Any property with a rating below E must have energy improvement works carried out to bring the property up to an E rating before it can be rented out.

2.9 PROPERTY LICENSING - Local authorities can impose additional or selective property licensing for rental properties and we will inform you whether the Property is subject to this. Should the Property require a licence then it is ultimately your responsibility to acquire and pay for one. If instructed Blackstones Residential can, on your behalf and at your expense as detailed in clause 1.8 o, apply for a licence to let the Property.

2.10 INSURANCE - You must ensure that you are fully covered for buildings insurance. We also recommend taking out Landlord contents insurance with a policy that covers furnished lettings and includes third party liability cover. By signing this document you are confirming to us that suitable and adequate insurances are in place and will be provided if requested by the Tenants.

2.11 GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998 - All gas appliances, pipe work and flues in the property must comply with these regulations which include annual safety inspections by a Gas safe registered installer and provision of a gas safety certificate to the Tenant prior to commencement of the tenancy.

By signing this document you hereby warrant that these Gas Safety regulations have and will continue to be complied with. Under our Property Management Service we will, at your expense as detailed in clause 1.8 m, instruct a Gas safe registered installer and ensure compliance with these regulations. A tenancy cannot commence unless we hold a copy of a valid gas safety certificate.

2.12 SMOKE AND CARBON MONOXIDE ALARMS - Under the Smoke Detectors Act 1991 all premises constructed after June 1992 must be fitted with mains operated smoke alarms with battery back-up. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 stipulate that all rental properties must be fitted with a smoke alarm on each storey of the property where there is a room used wholly or partly as living accommodation and that a carbon monoxide alarm is fitted in any room used wholly or partly as living accommodation that contains a solid fuel burning combustion appliance. These alarms may be battery rather than mains operated. It is the Landlord's responsibility to ensure that these alarms are in working order at the start of a tenancy.

By signing this document you hereby warrant that the property is fitted with all alarms required under this legislation and that they are in working order. Blackstones Residential will ensure that all smoke and carbon monoxide alarms are tested as part of the inventory check in service. Although gas and oil burning appliances have not been included in this legislation Blackstones Residential recommends that carbon monoxide alarms are installed in any room of the property that contains a gas or oil burning appliance. If alarms are required to be fitted in the property, Blackstones Residential can arrange this on your instruction and at your expense.

2.13 FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS – AMENDED 1993 - By signing this document you warrant that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1989 & 1993.

2.14 ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994 - By signing this document you warrant that all electrical equipment and appliances comply with the Electrical Equipment (Safety) Regulations 1994 and that the electrical supply and wiring are safe and will not cause danger. Under our Property Management Service we can, upon your request and at your expense as detailed in clause 1.8 n, obtain safety certificates from a suitably qualified electrical contractor. You must provide written instructions for all electrical appliances or they will not be deemed safe and would have to be removed from the property.

2.15 CONDITION OF PROPERTY, FITTINGS AND EQUIPMENT - You are responsible for ensuring that the property and fittings are in good condition and order for letting (in particular that it is cleaned to a professional standard) and that all equipment supplied in the property is fully operational and safe at all times and, wherever possible, recently serviced.

2.16 PART "P" BUILDING REGULATIONS (ELECTRICAL SAFETY IN DWELLINGS) - From 01 January 2005 these regulations came into force requiring qualified personnel to carry out certain electrical works. To ensure compliance with the regulations we will only use a competent person to carry out any electrical work at the property.

If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the property.

- 2.17 HHSRS** - All rental properties must comply with the Housing Health and Safety Rating System (HHSRS). If the property does not comply with HHSRS the local authority may take action against you to remedy any hazard or risk at the property.
- 2.18 LEGIONELLA** - Under the Health and Safety at Work etc, Act 1974 and the Control of Substances Hazardous to Health Regulations 2002 it is the duty of the Landlord to ensure that the risk of exposure of tenants to Legionella is assessed and controlled. For most residential settings with small domestic-type water systems where water turnover is high, the risks are low, but you should review the assessment periodically in case anything changes in the system. By signing this document you hereby warrant that the property presents a low risk of exposure of tenants to Legionella.
- 2.19 IMMIGRATION ACT 2014** - Under Section 22 of the act, Landlords should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or EEA or Swiss national, or has a "right to rent" in the UK. Landlords have the option to appoint an agent to act on their behalf, by signing this agreement you instruct us to act on your behalf and we accept liability for ensuring compliance with the section 22 of the Immigration Act 2014 at the outset of the tenancy.
- We will inform you if any tenant or occupant has a limited right to rent. Where Blackstones Residential manages the property, we will carry out additional right to rent checks as necessary and if the tenant or occupier no longer has the right to rent we will report this to you and to the Home Office.
- If we do not manage the property, you will be liable for ensuring continued compliance with section 22 of the Immigration Act 2014 and carrying out any additional right to rent checks as required for the duration of the tenancy. We can upon your instructions carry out the additional right to rent check(s) as required at a cost as detailed in clause 1.8 q. We will keep records of all checks made on your behalf.
- 2.20 KEYS** - You must provide us with a minimum of four complete sets of keys prior to the Tenancy commencing. If we require additional sets to be cut to enable you to comply with this obligation, the charges will be passed to you.
- 2.21 MAIL RE-DIRECTION** - You should arrange the redirection of mail through the Post Office. We do not redirect mail nor is it the responsibility of the Tenant.
- 2.22 FORMAL OFFER** - You are advised that after a formal offer has been made by a prospective Tenant and agreed by yourself, if you subsequently inform us that you wish to withdraw from the proposed Tenancy, that it may not be possible to withdraw the offer after it has been accepted. If you refuse to proceed, the Tenant could take legal action against you 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.

SECTION 3: OUR SERVICES

LET ONLY

- 3.1** We will visit the property to assess its suitability for letting and advise of any works that may improve the letting of the property;
- 3.2** We will provide an indication of the current weekly rental price under present market conditions. This may vary depending upon the type of tenant sought and the length of time the property is available;
- 3.3** We will advise on the best way to present the property;
- 3.4** We will market the property extensively on the internet, social media and with press advertising;
- 3.5** We will accompany all viewings using keys provided or arranging to meet you at the property;
- 3.6** We will introduce a prospective tenant and negotiate terms between both parties;
- 3.7** Unless otherwise agreed, we will take out references on all tenants through an independent referencing agency at a charge to you of £45 NO VAT per tenant, guarantor or permitted occupier and carry out right to rent checks to ensure compliance with the

Immigration Act 2014 and identification checks to ensure compliance with the Money Laundering Regulations 2017. We will provide the tenant with a draft tenancy agreement so that they may obtain legal advice on its contents;

- 3.8** We will arrange for the property to be professionally cleaned at your expense, the cost to be deducted from the initial rent payment;
- 3.9** Unless instructed otherwise in writing, we will arrange for a professional independent inventory to be prepared and to be checked on move in at your expense. If you do not have an inventory you may not be able to claim for damage at the end of the tenancy;
- 3.10** We will provide the Tenant with a copy of the Department for Communities and Local Government's "How To Rent: the checklist for renting in England". You must provide the Tenant with an Energy Performance Certificate and Gas Safety Certificate (if appropriate);
- 3.11** We will prepare appropriate tenancy agreements including any special conditions agreed between the parties and arrange to have these signed electronically by each party. Tenancy agreements are prepared at the landlord's expense as detailed in clause 1.8 e;
- 3.12** We will arrange for the future rent to be paid by the Tenant to your account and endeavour to get a signed standing order from the Tenant. Where there is a balance to be paid on our fee, the second month's rent will be paid by the Tenant to Blackstones Residential and we will forward the net rent to your account by BACS transfer (providing that bank details have been supplied) and supply a statement of account;
- 3.13** We will provide the Tenant with details of the utility suppliers and the local authority so that accounts can be transferred at the start of the Tenancy provided you have supplied us with the details of the utility companies and local authority;
- 3.14** We will receive cleared move in monies to include initial rent payment and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.15** We will forward the initial net rent payment to you after deduction of our fees and supply a statement of account;
- 3.16** Where requested in writing we will place the security deposit in an approved scheme and advise the Tenant. If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 if applicable;
- 3.17** Prior to the end of the tenancy we will contact yourself and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw up extension documents including any new terms agreed between the parties and arrange for them to be signed electronically. We will then date the agreements and send the relevant copy to each party. We are not liable if the Tenant fails to return a signed document.
- 3.18** If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant notice to the Tenant together with a copy of the Department Of Communities and Local Government's "How to Rent: the checklist for renting in England". This service is subject to an additional charge as detailed in clause 1.8 f. We will arrange for the property to be remarketed or prepared for your return;
- 3.19** At the end of the tenancy, unless instructed otherwise in writing, we will arrange for an inventory check out by the independent inventory clerk. On receipt of the checkout report we will forward this to yourself and the Tenant. You will then be responsible for agreeing deductions from the deposit. On agreement, release documents signed by yourself and the Tenant should be submitted to the appropriate tenancy protection scheme and the deposit returned in the agreed proportions.

If no agreement can be reached you should refer the matter to the dispute service of the tenancy deposit scheme or small claims court in the case of Non-Housing Act tenancy agreements;

- 3.20** As from October 2011 if a Tenant leaves a property without providing a forwarding address the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the Premises we will endeavour to obtain a forwarding address but if we do not manage the property the responsibility will be that of the Landlord. Blackstones Residential has no liability for any loss to the Landlord if a forwarding address cannot be obtained.

LETTING & RENT COLLECTION

Including all items (3.1) to (3.8) of our Let Only service plus:

- 3.21** Unless instructed otherwise in writing, we will arrange for a professional independent inventory to be prepared and to be checked on move in at your expense. If you do not have an inventory you may not be able to claim for damage at the end of the tenancy;

- 3.22** We will provide the Tenant with a copy of the Department for Communities and Local Government's "How To Rent: the checklist for renting in England". You must provide the Tenant with an Energy Performance Certificate and Gas Safety Certificate (if appropriate).
- 3.23** We will prepare appropriate tenancy agreements including any special conditions agreed between the parties and arrange to have these signed electronically by each party. Tenancy agreements are prepared at the landlord's expense as detailed in clause 1.8 e;
- 3.24** We will arrange for the future rent to be paid by the Tenant to Blackstones Residential via standing order;
- 3.25** We will provide the Tenant with details of the utility suppliers and the local authority so that accounts can be transferred at the start of the Tenancy provided you have supplied us with the details of the utility companies and local authority;
- 3.26** We will receive cleared move in monies to include initial rental and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.27** Where requested in writing we will place the security deposit in an approved scheme and advise the Tenant. If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 if applicable;
- 3.28** We will receive rent payments on your behalf and forward net rents to your account by BACS transfer within 10 working days from receipt of cleared funds. All payments will be accompanied by a statement of account to you. In the absence of rent payment we will pursue the Tenant for payment with up to three letters and advise you if you should take legal advice. You should arrange a facility with the bank to cover changes in rent payment dates, void periods or non-payment of rent. Blackstones Residential takes no responsibility for late or missed mortgage payments;

Where Blackstones Residential is collecting the rent from the tenant on behalf of the landlord, Blackstones Residential as stakeholder will hold any advanced rental payments received from the tenant until the contractual rental due date. Thereafter the rent received will be transferred to the landlord within 10 working days.

- 3.29** Prior to the end of the tenancy we will contact yourself and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw Page 10 of 18 up extension documents including any new terms agreed between the parties and arrange for them to be signed electronically. We will then date the agreements and send the relevant copy to each party. Tenancy agreements are prepared at the landlord's expense as detailed in clause 1.8 e. We are not liable if the Tenant fails to return a signed document.

If the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic tenancy) rather than agreeing a new fixed term then the rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

If you prefer to negotiate any renewal personally our fees for the Letting & Rent Collection Service will continue to be payable according to clause 1.5 above for the duration of the time the Tenant occupies the Property;

- 3.30** If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant notice to the Tenant together with a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England". This service is subject to an additional charge as detailed in clause 1.8 f.

We will arrange for the property to be remarketed or prepared for your return:

- 3.31** At the end of the tenancy, unless instructed otherwise in writing, we will arrange for an inventory check out by the independent inventory clerk.

On receipt of the checkout report we will forward this to yourself and the Tenant. You will then be responsible for agreeing deductions from the deposit. On agreement, release documents signed by yourself and the Tenant should be submitted to the appropriate tenancy protection scheme and the deposit returned in the agreed proportions. If no agreement can be reached you should refer the matter to the dispute service of the tenancy deposit scheme or small claims court in the case of Non-Housing Act tenancy agreements;

3.32 As from October 2011 if a Tenant leaves a property without providing a forwarding address the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the Premises we will endeavour to obtain a forwarding address; but if we do not manage the property the responsibility will be that of the Landlord. Blackstones Residential has no liability for any loss of the Landlord if a forwarding address cannot be obtained.

FULL MANAGEMENT

Including all items (3.1) to (3.8) of our Let Only service plus:

- 3.33** We will arrange for a gas safety check to be carried out at your expense and arrange continued compliance with the Gas Safety (Installation and Use) Regulations 1998 by providing a copy of the certificate to the Tenant at the start of the Tenancy and upon renewal of the certificate; We will also provide the Tenant with an Energy Performance Certificate and a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England";
- 3.34** Upon written request, we will arrange for an electrical safety check to be carried out at your expense, as detailed in clause 1.8 n, to ensure compliance with the regulations;
- 3.35** Unless instructed otherwise in writing, we will arrange for a professional independent inventory to be prepared at the property upon move in at your expense. If you do not have an inventory you may not be able to claim for damages at the end of the tenancy;
- 3.36** We will prepare appropriate tenancy agreements including any special conditions agreed between the parties and arrange to have these signed electronically by each party. Tenancy agreements are prepared at the landlord's expense as detailed in clause 1.8 e;
- 3.37** Where requested in writing, we will request permission to sub-let from the block management of your Freeholder;
- 3.38** Where you have requested in writing to the block management of the Freeholder, we will arrange for ground rent and service charge accounts to be sent to Blackstones Residential and, upon receipt of the bill, we shall arrange payment from rents received on your behalf. Payment can only be made if we hold cleared funds. We are not liable for any losses, penalties or late fees charges suffered if we do not hold sufficient monies;
- 3.39** We will arrange for the rent to be paid by the Tenant to Blackstones Residential via standing order;
- 3.40** We will receive cleared move in monies to include initial rent and security deposit (unless an alternative has been agreed) prior to commencement of the tenancy;
- 3.41** For all Housing Act tenancies, we will place the security deposit in an approved scheme and advise the Tenant;
- 3.42** We will notify all utility companies of occupier account changes (where possible) provided we have been given the names, account details and addresses of each supplier. You should note some suppliers will only take instructions from the owner in which case transfer of the account out of your name will be your responsibility;
- 3.43** We will notify the local authority of the change of occupant for the purposes of council tax.
- 3.44** We will receive rent payments on your behalf and forward net rents to your account by BACS transfer within 10 working days from receipt of cleared funds. All payments will be accompanied by a statement of account to you. In the absence of rent payment we will pursue the Tenant for payment with up to three letters and advise you if you should take legal advice. You should arrange a facility with the bank to cover changes in rent payment dates, void periods or non-payment of rent. Blackstones Residential takes no responsibility for late or missed mortgage payments;

Where Blackstones Residential is collecting the rent from the tenant on behalf of the landlord, Blackstones Residential as stakeholder will hold any advanced rental payments received from the tenant until the contractual rental due date. Thereafter the rent received will be transferred to the landlord within 10 working days.

- 3.45** Where requested, we will pay from rents received outgoings such as ground rent, service charges, insurance premiums, maintenance contracts, council tax and utility bills. Although we will query any obvious discrepancies as we discover them (apart from insurance premiums), we must emphasise that we are entitled to accept and pay on your behalf demands and accounts which appear correct. Payments will only be made if we hold cleared funds. We are not liable for any discrepancies or for any loss suffered if we do not hold sufficient monies;
- 3.46** Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, domestic energy inspectors, or solicitors who we instruct will be considered instructed on your behalf. This means that you are the

contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work;

- 3.47** All contractors appointed by Blackstones Residential will attend the property using keys held by Blackstones Residential. If we are required to use a contractor appointed by yourself, the developer or block managing agent and they refuse to collect keys from our offices or attend the property unaccompanied, we will attempt to arrange a mutually convenient appointment with the tenant. If we are unable to arrange an appointment and we have to meet the contractor on site to grant access or accompany them whilst they are in the property we will charge an hourly rate as detailed 1.8 s.
- 3.48** If you ask us to do anything which we consider to involve a higher risk to us or to you, or which is outside our normal procedure, we may ask for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you do not provide us with this agreement on request then we reserve the right to refuse your instructions and to terminate this Agreement;
- 3.49** We will deal with routine management matters and instruct contractors to carry out minor works up to a maximum of £250 for any one item without further instruction from you. We will deal with matters of redecoration, renewal, replacement or repair between £250 and £500 with your verbal authority (except in the case of emergency and / or when it is impractical to do so). We endeavour to inspect and arrange estimates for works over £500 and on receipt of your written approval (except in the case of emergency) will organise for the works to be completed. We endeavour to inspect major works for satisfactory completion before releasing final payment. We are not liable for any damage to the property or deterioration or loss suffered if we do not hold sufficient cleared funds to carry out the works;
- 3.50** Blackstones Residential is unable to settle any outgoings or arrange for any works (clauses 3.38, 3.45 & 3.49) unless we are holding sufficient funds from you to cover such costs. In order to provide such services, we will reserve a fund from the initial payment of rent, of not less than £500.
- 3.51** We will endeavour to visit the property twice a year to carry out a condition inspection and prepare a report detailing any recommendations. This is a non-expert walkthrough of the property, not a survey and is intended to note any obvious repairs or maintenance required we are not liable for hidden or latent defects or any deterioration in the property. Condition inspections will be carried out at your expense as detailed in clause 1.8 r. If the Tenant refuses entry we will inform you in writing and you should seek legal advice.
- 3.52** We will prepare and serve notices (as appropriate) to end the tenancy upon your written request. You must give us at least ten weeks warning if you wish to terminate a tenancy at the end of the fixed term or according to a break clause. We are not liable for any delay in gaining possession if you fail to give us sufficient notice;
- 3.53** Prior to the end of the tenancy we will contact yourself and the Tenant to ascertain plans for termination or extension of the tenancy. If requested, we will then negotiate terms between yourself and the Tenant for renewal of the tenancy. We will draw up extension documents including any new terms agreed between the parties and arrange for them to be signed electronically. We will then date the agreements and send the relevant copy to each party. Tenancy agreements are prepared at the landlord's expense as detailed in clause 1.8 e. We are not liable if the Tenant fails to return a signed document.
- If the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic tenancy) rather than agreeing a new fixed term then the rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.
- 3.54** If the tenancy is to be terminated we can, if requested to do so in writing, serve the relevant notice to the Tenant together with a copy of the Department for Communities and Local Government's "How to Rent: the checklist for renting in England". We will arrange for the property to be remarketed or prepared for your return:
- 3.55** At the end of the tenancy, unless instructed otherwise in writing, we will arrange for an inventory check out by the independent inventory clerk. On receipt of the checkout report we will forward this to yourself and the Tenant. You will then be responsible for agreeing deductions from the deposit. If no agreement can be reached you should refer the matter to the dispute service of the tenancy deposit scheme or small claims court in the case of Non-Housing Act tenancy agreements;

- 3.56** If requested, we will arrange for any repairs, redecoration, replacements or cleaning as required, payable from the deposit. Please note that if the tenant should dispute any costs the invoices will need to be settled by you as the landlord whilst the matter is adjudicated by the relevant scheme;
- 3.57** We will notify all utility companies of user account changes (where possible);
- 3.58** We will notify the local authority of the change of occupant for the purposes of council tax liability.
- 3.59** As from October 2011 if a Tenant leaves a property without providing a forwarding address the Landlord will become legally liable for payment of the water account under the Flood and Waste Management Act 2010. If we manage the property we will endeavour to obtain a forwarding address; but if we do not manage the property the responsibility will be that of the Landlord. Blackstones Residential has no liability for any loss of the Landlord if a forwarding address cannot be obtained;

SECTION 4: ADDITIONAL INFORMATION

- 4.1 THE RENT** - Unless otherwise agreed, the rent quoted by us to a Tenant will include all outgoings for which you are responsible such as service charges, ground rent etc. The Tenant is responsible for gas, electricity, heating & cooling, telephone, council tax, television licence and water including sewerage and environmental (unless included in the service charge) charges during a tenancy.
- 4.2 TENANCY AGREEMENT** - Unless we are instructed otherwise, we will use our standard Tenancy Agreement for which there is a charge as detailed in clause 1.8 e payable by you. If you wish to have the agreement checked or amended by your solicitor, or to use an agreement prepared by your solicitor, you will be liable for any charges in connection with that work.
- 4.3 INVENTORY** - Unless otherwise agreed, we will instruct an independent inventory company to prepare a detailed inventory and carry out check in and out inspections. We cannot accept liability for any error on the part of the independent inventory company.
- 4.4 RENT REMITTANCES** - Present banking arrangements are such that it is necessary for us to allow approximately ten working days before transferring monies to your account. Any monies dispatched will be without prejudice to final clearance. The rent will only be paid to you when we hold cleared funds. Where Blackstones Residential is collecting the rent from the tenant on behalf of the landlord, Blackstones Residential as stakeholder will hold any advanced rental payments received from the tenant until the contractual rental due date. Thereafter the rent received will be transferred to the landlord within 10 working days.
- 4.5 INCOME TAX** - You are responsible for notifying HM Revenue & Customs of the tenancy. Where the Landlord of a property resides outside of the UK for more than six months in the tax year, HMRC will hold us, as Agent, responsible for the payment of any tax liability which arises from rents collected on your behalf, unless we are in receipt of a certificate of approval from HMRC for you to receive your rents without deduction of tax. In the absence of a certificate of approval we will deduct tax at the appropriate rate and hold this to your credit until either we receive a certificate of approval or we remit these monies to HMRC, which we are required to do on a quarterly basis. If we are required to remit monies to HMRC there will be a charge as detailed in clause 1.8 g.

Where we do not collect rent on your behalf we will advise your Tenant that you are an overseas Landlord and that they must withhold tax on rent that they pay, unless you arrange for HMRC to supply the Tenant with a certificate of approval. If you currently reside in the UK but subsequently move abroad we will make this deduction from the time that you leave the country. The eventual liability for tax may be less than the amount forwarded by us to HMRC – in this event you will be responsible for liaising directly with HMRC to arrange any refund.

Further details of the Non Resident Landlords scheme can be obtained from the website at www.hmrc.gov.uk. Blackstones Residential is legally obliged to provide HMRC with details of all Landlords, tenancies and rents – this applies to both resident and non-resident Landlords. If the property owner changes or if a new or additional landlord is added the landlord must inform us so that we are able to comply with UK legislation.

- 4.6 INTEREST AND COMMISSIONS** - No interest will be paid on any monies held by us on your behalf. Any commissions earned while working on your behalf will be retained by Blackstones Residential. We may also earn income from third party suppliers or contractors for the arrangement of any required services acting upon your behalf.
- 4.7 TERMINATION** - Our appointment as property management Agent or rent collection Agent will be for the initial term of the tenancy and thereafter for as long as the tenancy continues or until such time as our appointment is terminated by either party by giving a minimum three months' notice in writing. On termination of these services our Let Only Service will remain in effect for the duration of the Tenants' occupancy. To clarify, the Tenant's occupancy will continue until all parties forming the Tenant as secured by Blackstones Residential have activated and exercised the termination of the tenancy by physically departing the property. This includes, but is not limited to, the original term and any fixed, periodic or rolling extension, renewal or continuation of that term.

- 4.8 VARIATION OF TERMS** - Variations to these Terms and Conditions of Business will only be valid if agreed in writing with a suitably authorised representative of Blackstones Residential.
- 4.9 RENT ARREARS** - We will inform you of any rent arrears or breaches of covenant that are brought to our attention as soon as it is reasonably practicable. Thereafter, you will be responsible for instructing your solicitor as necessary and for any charges levied by them. We will, of course, be happy to provide any guidance if required and to attend court as a witness. You may wish to look into rent protection warranties which may be suitable for you to safeguard against tenant failure to comply with their scheduled rental payments.
- 4.10 LEGAL EXPENSES** - In the event that Blackstones Residential is obliged to instruct solicitors to recover any unpaid fees or other monies owing, you will be liable to pay the solicitor's fees and disbursements whether proceedings are issued or not.
- 4.11 STATUTORY APPLICATIONS** - We will only deal with applications for fair rent or other Court or Tribunal matters by special arrangement with you. It should be appreciated that this will involve further costs; however, these will be agreed, where possible, in advance.
- 4.12 THIRD PARTY INTRODUCTION** - In the event of a third party associated with the Tenant or occupant entering into a subsequent tenancy without there being an intervening tenancy, commission shall be payable to us at the commencement of the tenancy at the appropriate rate.
- 4.13 PURCHASE OF THE PROPERTY** - In the event that the sale of the property to the Tenant or any third party associated with the Tenant or occupant be agreed (whether after commencement of the tenancy or otherwise) commission at the rate of 1.5% NO VAT of the sale price shall be payable to us on completion of the sale.
- 4.14 SALE OF THE PROPERTY** - In the event that you sell the property to a third party whilst the Tenant remains in occupation you will remain liable to pay us our commission for the duration of the initial period of the tenancy and for any further period during which the Tenant remains in occupation of the property. It is therefore your responsibility to ensure that the purchaser enters into an agreement with us so that we may release you from your liability.
- 4.15 REIMBURSEMENT** - You will keep us reimbursed in respect of any claim, damage or liability whether criminal or civil suffered from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as Landlord.
- 4.16 MULTIPLE OCCUPANCY** - The Regulations in the Housing Act 2004 concerning houses in multiple occupation ('HMOs') became law on April 6 2006 and were enforceable from July 2006. The broad definition of an HMO is:
- 4.17** Any property inhabited by 3 or more individuals who form 2 or more households and share kitchen and washing facilities. The definition of a household would include husband, wife, co-habitee, parents, grandparents, children, aunts, uncles and cousins but is not limited to these relationships. A large HMO is further defined as any property of 3 storeys or more that has five or more occupiers who form two or more households and share a kitchen or washing facilities. All large HMO's are subject to mandatory licensing.

It is your responsibility to apply and pay for the large HMO licence (if required). We will only offer a property for let when we are in receipt of a copy of the mandatory licence or a certificate stating that the Landlord has applied for the licence. We strongly recommend that you apply for a licence if you believe that the property is a large HMO. If we believe that your property falls into this category we will inform you. Local authorities and Councils can impose additional property licensing for HMO's that are not large HMO's and we will inform you whether the property is subject to this. If instructed Blackstones Residential can, on your behalf and at your expense as detailed in clause 1.8 o, apply for a licence to let the Property.

- 4.18 TENANCY DEPOSITS** - To comply with Tenancy Deposit Protection legislation the Agent is a member of a government approved tenancy deposit scheme, which is administered by:

Deposit Protection Scheme

Phone: 03303 303 0030

Website: www.depositprotection.com

Address:

The DPS,
The Pavillions,
Bridgewater Road,
Bristol,
BS13 8AE

If we are instructed by you to hold the Deposit, we will do so under the terms of the tenancy deposit scheme. At the end of the Tenancy covered by the tenancy deposit scheme if there is no dispute we will retain any amounts agreed as deductions on behalf of the Landlord and repay the balance of the Deposit according to the conditions of the Tenancy Agreement to the Tenant. Refund of the Deposit will be made within 10 working days of written consent from both parties. If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having 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 (subject to the clause below) be submitted to the ICE (Independent Case Examiner) for adjudication. All parties agree to co-operate with any adjudication.

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

If there is a dispute we must remit to DPS the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but DPS will take appropriate action to recover the deposit and discipline the Landlord if we have been unable to action a resolution from your instructions.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute. If you wish to hold the deposit, you must provide us with evidence of deposit protection prior to us forwarding the deposit to you. It is your responsibility to protect the deposit to comply with the Housing Act 2004 (if applicable).

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.

4.19 MONEY LAUNDERING REGULATIONS - In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 & 2017, we require you to provide us with one proof of identity, one proof of residence and one proof of ownership which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

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 Card Statement

List C: Proof of Ownership - Title Register, Mortgage Statement, Solicitor's confirmation

If you are unable to provide proof of ownership, Blackstones Residential can obtain a Title Register from HM Land Registry at a cost as detailed in clause 1.8 p.

If you are a company which is quoted on the London Stock Exchange we will require a copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of two of the following documents:

- Memorandum and Articles of Association;
- Certificate of Incorporation;
- A set of the Latest Accounts;
- The last Annual Return.

In addition we need proof of identity and residence of two of the directors.

4.20 DATA PROTECTION - In order to comply with GDPR to prevent unauthorised use of, or access to personal data or personally identifiable information we have a responsibility to keep information confidential and secure, and will only pass it onto third parties if fees are not paid and we wish to refer the matter to a debt collector or solicitor; if we are specifically required to do so by law or pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers to instruct authorised contractors and the council tax into or out of your name or when a contractors invoice has not been settled by you.

4.21 SERVICE OF NOTICES - The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party or the last known address of the other party by 5pm, the documents or notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays or; if any documents or notices are sent by registered post or recorded delivery the documents will be deemed delivered upon proof of delivery being obtained or; if the documents or notices are sent by ordinary first class post addressed to the other party or the last known address of the other party, the documents or notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

4.22 EQUAL OPPORTUNITIES - We will not enquire into a tenant's race, sex, disability, sexual orientation and/or religious beliefs, as a decision to enter into an agreement on this basis would be unlawful.

4.23 SERVICE INFORMATION - We trade as a Limited Company registered at Companies House;

- a. Our Company Registration number is 8578949.
- b. We are members of the dispute/compensation scheme by The Property Ombudsman and our registration number is: D13054

4.24 ACTS OF THIRD PARTIES - We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

4.25 THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT - Does not apply to this Agreement

4.26 ASSIGNMENT - We reserve the right to assign our rights and/or obligations under this Agreement upon giving you three months' written notice.

4.27 DEFINITIONS - In this Agreement the following Definitions apply but they do not form part of the agreement:

"ICE" means the Independent Case Examiner of The Dispute Service Limited.

"The Interest Rate" means the law society interest rate of 4% above the Bank of England base rate.

"Inventory" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.

"Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.

"Landlord" or "you" or "your" means anyone owning an interest in the property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the property.

"Property" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord. When the property is part of a larger building the property includes all common areas.

"Tenant" means anyone entitled to possession of the property under a Tenancy Agreement.

"Term" or "Tenancy" means the fixed term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed term or periodic arising after the expiry of the original Term.

"Deposit" means the money held by the Agent/Landlord/Deposit Scheme in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.

"Tenancy Agreement" means the contract drawn up between the Landlord and Tenant specifying the obligations of the two parties.

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated otherwise all references to sums payable are not inclusive of VAT.

4.28 LEGAL JURISDICTION - This Agreement shall be governed by and construed in accordance with the law of England and Wales.

4.29 RIGHT TO CANCEL - You have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire 14 days after the date of conclusion of this Agreement. To exercise the right to cancel, you must inform us in writing of your decision by email. You may use the model cancellation form at the end of the Agreement, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you instructed us to begin the provision of services during the cancellation period, you will be liable to pay us the amount which is in proportion to the services that have been provided until you communicated your cancellation of this contract, in comparison with the full coverage of the contract.

Utility details

	Service Provided	Account Number
Council Tax		
Electricity		
Gas		
Water		
Central Heating		
Communal Heating		

Appliances

	Make & Model	Warranty/Service	Warranty Expiry
Boiler/Central Heating			
Fridge/Freezer			
Washing Machine			
Dishwasher			

Additional Details

Burglar Alarm	Service Provider	Account Number
Managing Agent	Name	Contact Details
Freeholder		

IF WE ARE NOT MANAGING THE PROPERTY, YOU MUST COMPLETE THE FOLLOWING:

I / We confirm that we will take full responsibility for the management of the property. I am / We are aware that I / we must give the Tenant copies of all guarantees and maintenance contracts for any equipment in the property otherwise I / we may incur additional costs if the Tenant instructs another contractor and will have to compensate the Tenant. Contact details which will be passed to the Tenant are as follows:

Additional Details

Daytime telephone number	
24 hr/emergency telephone number	
Contact address (UK)	

When I am / we are unavailable (e.g. on holiday / abroad) the following person(s) should be contacted in my / our absence.

Daytime telephone number	
24 hr/emergency telephone number	
Contact address (UK)	

DECELERATION

I hereby authorise Blackstones Residential Ltd. to sign all Tenancy Agreements on my behalf, upon receipt of satisfactory references. I have been made aware that I am legally bound to all the obligations contained within the tenancy agreement when Blackstones Residential signs on my behalf.

I / We enclose the following documents to comply with the Money Laundering Regulations 2017.

Signed (Landlord 1)

Name

Signed on behalf of Blackstones Residential

Position

Binding Effect, Interpretation and Jurisdiction

Acceptance of these Terms and Conditions of Business is legally binding in accordance with English law and is subject to the jurisdiction of the English courts.

CANCELLATION FORM

To: Blackstones residential, Unit 1, 3 Limeharbour, Canary Wharf, London, E14 9LS contact@blackstonesresidential.com

We/I hereby give notice that we/I cancel our/my contract for the supply of the services relating to the following property:

Instructed on

Date

Name of customer(s)

Address of customer(s)

Signature of customer(s)