



TOPPROPERTY

Student Lettings | Residential Lettings | Property Management

AGENCY AGREEMENT FOR RESIDENTIAL AND STUDENT LETTINGS

Outline of our service

This agreement covers the fully managed service for owners of student and residential properties. This service is suitable for Student Tenancies, Residential Tenancies, and professional house sharers.

Topproperty Services manage all aspects of property and tenancy management, including sourcing of suitable tenants, move-in, move-out, inspections, Local Authority Licence compliance, property maintenance, as well as ensuring best practices are followed to ensure you remain compliant with the law.

We manage the maintenance on all properties and operate a landlord float (normally £250) to pay for works when no funds are no account, and automatically carry out works below a set amount (£200+VAT).

Our management rate is dependent on service required and level of rent received as per Section 6. Rates start at **12%+VAT** for **Student and Sharer Lettings** and **10%+VAT** for **Residential Lettings**.

A **let fee of £325+VAT applies** which covers the inventory, right to rent compliance and deposit protection. **This applies** to the **house for a residential tenancy** as well as **group sharing tenancy** (eg one contract for a group of tenants - normally used with student lets) and **per tenant** on a **by the room tenancy** (eg each tenant in a HMO having their own tenancy agreement).

A tenant referencing fee of £40+VAT **per tenant** for successful tenancy applications will be charged. This is a passing on **part of the costs** from the Tenant Fee Act which banned the charging of fees from applicant tenants and is essential in covering our costs incurred in setting up a tenancy.

1. DEFINITIONS AND NOTES

- 1.1. In these Terms and Conditions
- 1.2. “**we**”, “**us**”, “**The Agent**” means **Topproperty Lettings Limited**, and other trading names of Topproperty Lettings Limited such as Topproperty Sales and Lettings, Topproperty Student Homes, Topproperty Student and Residential Lettings and Topproperty Management.
- 1.3. “**you**”, “**The Client**”, “**The Landlord**”, “**Client**” means the property owner.
- 1.4. “**The Property**”, the specific property we are managing on your behalf.
- 1.5. “**The Contract**” means this agency agreement.
- 1.6. “**Residential Tenants**” means those tenants who are not full time students and are typically the sole or joint tenants (with their partners) of the property.
- 1.7. “**Student Tenants**” means tenants in full time education and are typically, but not always, party to a joint tenancy agreement.
- 1.8. Each property managed by The Agent for The Client will be on the same terms and conditions as this contract however The Agent reserves the right to request a Contract for each property managed for The Client. In cases where no management agreement exists we will operate as "AGENT OF NECESSITY" and all terms and conditions in this agreement will apply, within standard and accepted parameters of such activity.
- 1.9. These Terms and Conditions form the contract between us and you for the service of managing The Property provided to you.
- 1.10. Changes to this agreement will be in writing to The Client and will be with a minimum of 90 days notice.
- 1.11. This Contract is made between the owner of The Property and Topproperty Lettings Limited who act as agent for the landlord and are referred to as “The Agent”.
- 1.1. The Agent has the exclusive right to market, tenant and manage the tenancy for The Property until The contract is terminated (also known as Sole Agency). See Section 5 (Termination of Contract).

2. TOPPROPERTY LETTINGS LIMITED SERVICE

2.1. Advertising and Marketing

- 2.1.1. The Agent will provide advice as to the likely rental income and will set rental prices in accordance with the market. The Landlord remains able to set the advertised rent as he/she sees fit.
- 2.1.2. The Agent will advertise and market the Property via the Topproperty Website and other relevant portals as well as to-let boards if necessary and possible.
- 2.1.3. The Agent will carry out attended viewings of The Property for prospective tenants.
- 2.1.4. An Energy Performance Certificate must be available before the property is made available to let. From 1st April 2018 the EPC rating must be between A and E rated. It will be illegal after this date to offer a property to let at an F or G rating. The agent will arrange for the commissioning of an EPC, the cost will be as per contractor invoice.
- 2.1.5. The Agent retains intellectual property rights including copyright to any marketing material produced including marketing photos, advertising copy etc. These may not be used by others without our express permission.

2.2. Prospective tenants

- 2.2.1. The Agent will obtain references where possible as well as tenant verification documents including proof of identity documents to establish a right to rent in the UK, to establish identity and for compliance with the Immigration Act 2014 as well as other supporting documents as deemed required.
- 2.2.2. Student Tenants will not be subject to a full credit check unless the client has rent protection insurance in which case the Agent must be instructed to obtain a full credit check.
- 2.2.3. Student Tenants, Residential Tenants, and any tenants under the age of 25 will be required to have a Guarantor. The Agent will obtain Guarantor verification documents such as proof of address and proof of identity documents. "The Guarantor" will be credit checked. In cases where the prospective tenant(s) do not have a guarantor The Agent will act on the instruction of The Landlord to grant or not to grant a tenancy.

2.3. The Tenancy Agreement

- 2.3.1. The tenancy agreement will be in standard terms unless the client specifically requests otherwise.
- 2.3.2. For Student Tenants the contract is twelve months, typically 1st July-30th June. A retainer equal to one month's rent is normally payable covering the summer months of July and August unless the students move in during this two month period, in which case full rent is paid by each tenant that moves in. In cases of a late (after 1st July) let the retainer may possibly not be charged.
- 2.3.3. For Residential Tenants the contract period will be six months unless otherwise agreed with The Landlord.
- 2.3.4. The Agent will prepare an Assured Shorthold Tenancy agreement under the Housing Act 1988.

2.4. Renewals

- 2.4.1. For Student Tenants The Agent will create new tenancy agreements if tenants wish to stay in the property for a further academic year. Tenancy agreements will generally not be allowed to roll onto Statutory Periodic Tenancy, as a new contract will be required to cover the whole academic year. Any existing guarantee agreements will where possible be extended as allowable under guarantee agreement wording, such extension to be via notified to the guarantors in writing.
- 2.4.2. For Residential Tenants the tenancy agreement will generally roll onto Contractual Periodic Tenancy.
- 2.4.3. For Residential Tenants The Agent will sign the tenants up for a new contract if tenants wish to stay in the property and have the additional security of a new contract. This will be at cost to The Landlord and subject to the Landlords agreement..
- 2.4.4. The Agent will sign the tenants up for a new contract if The Landlord requests a new tenancy agreement be created. There will be an additional charge for this.

2.5. The Rent

- 2.5.1. The Agent will collect the rent as per the tenancy agreement. Note that rent is payable either monthly or at other intervals by special agreement. Rent is generally payable individually on a per-tenant basis.
- 2.5.2. In the case of breach of tenancy by non payment of rent The Agent will attempt to take steps as deemed necessary by The Client to recover the outstanding balance from liable parties where possible. Such means may include action through the county court system, for which additional charges will apply.

2.6. Pay the Landlord

- 2.6.1. The Agent undertakes to pay The Client the net balance of rent after any deductions as per clause 6 during the following month of collection by bank transfer.
- 2.6.2. The Agent undertakes to send to The Client a rental statement every month. This will be by e-mail or any other suitable means. All receipts collected by the Agent will be sent in an email to The Client in April of each year if The Client requests them. Rental statements are generated when The Agent pays The Client - if no payment is made then a rental statement is not generated.

2.7. The Deposit

- 2.7.1. The Agent undertakes to take a deposit from The Tenant unless otherwise agreed with The Landlord.
- 2.7.2. The Agent undertakes to take a deposit in compliance with the Tenant Fees Act 2019. An amount of no more than one weeks rent will be taken on application and the balance of the deposit will be made due on the tenant on the start date of the tenancy agreement. The initial holding deposit taken for tenant fee act compliance will be set at £70 from 1st May 2019.
- 2.7.3. The Agent undertakes to issue the Prescribed Information relating to the deposit to the tenant on behalf of the landlord in accordance with the legal requirements set down in the Housing Act 2004. Such issuance will be required once The Agent has received cleared funds for the whole deposit.
- 2.7.4. The Agent undertakes to protect the deposit within a government authorised statutory tenancy deposit scheme in accordance with the legal requirements set down in the Housing Act 2004 and amendments.
- 2.7.5. The Agent undertakes to return the deposit to The Tenant subject to any deductions authorised by The Landlord.
- 2.7.6. The Agent undertakes to enter into an informal deposit negotiation if the tenant disputes the distribution of the deposit at the end of the tenancy.
- 2.7.7. The Agent undertakes to process the deposit return if tenant is absent/non communicative, using the single claim route if the deposit is protected with the Deposit Protection Service. This service includes the cost of the Statutory Declaration (signed by a Commissioner for Oaths/Solicitor). There is an additional charge for this as per section 6.4.1. If the deposit is protected through an alternative Tenancy Deposit scheme different charges may apply.

- 2.7.8. The Agent undertakes to prepare a case file if the Landlord and The Tenant use the Alternative Dispute Resolution/Independent Case Examiner for deposit disputes that cannot be settled informally. There is an additional charge for this as per 6.4.2.

2.8. Property Inventory and Schedule of Condition Report

- 2.8.1. The Agent will arrange for a full inventory and general schedule of condition report at the commencement of each tenancy. In case of a relet for Student Tenants where all tenants have reapplied for the house it will be necessary to carry out an inspection of the property. In cases where group members have changed (a partial relet) it will be necessary to carry out a full inventory of the property. The cost for this is as per 6.3.3 (within the let fee).
- 2.8.2. If significant work has been completed at the property during the tenancy it may be necessary to update the inventory or carry out a new inventory. The Agent will liaise with The Client to determine if this is needed and it will be chargeable as per 6.4.25

2.9. Property Check-in

- 2.9.1. As part of the check in the property will need to be professionally cleaned. To ensure the delivery of expected service levels to tenants The Agent will arrange a clean and this will be carried out by contractors approved by The Agent. In case of a partial relet for Student Tenants it is recommended that a full clean is carried out. The provision of the clean is chargeable as per section 6.3.4.
- 2.9.2. The Agent will provide a copy of the Inventory and Schedule of Condition Report, if commissioned and completed, to the tenant and Landlord along with any additional paperwork required before the tenant takes up residence.
- 2.9.3. The Agent will provide keys for the property to the tenant.
- 2.9.4. The Agent will inform the council of any exemption to council tax for student tenants (if provided), or for changes in the liable person so that the local authority can apply the council tax charge to the liable person, or apply an exemption.
- 2.9.5. The Agent will not be liable for failure by the Local Authority in applying exemptions or for billing the liable person, or for liability in a period where the tenant leaves during a periodic tenancy and liability reverts to The Landlord. The Agent will not be liable for any council tax or penalties arising from student exemptions not being applied, or from liability arising from a tenant ceasing to be exempt during a tenancy. or a liability arising from a tenant not being entitled to an expected exemption, or any liability arising from any decision by the local authority in charging the landlord council tax where the liability may be in dispute (for example shared houses with non-exempt tenants).

- 2.9.6. The Agent will inform any utility companies of change over of tenants where the property is rented on the basis of non inclusive utility bills.

2.10. Property Check-out

- 2.10.1. For Student Tenants The Agent will issue the appropriate notice two months before the end of the tenancy to seek possession of the property on behalf of the landlord when the fixed term of the tenancy ends.
- 2.10.2. The Agent will issue check out and cleaning guidelines to Student Tenants at least two months before the end of the tenancy.
- 2.10.3. The Agent will issue check out and cleaning guidelines to Residential Tenants when notice is given by The Tenant.
- 2.10.4. The Agent will carry out a visual inspection of the property when the property is vacated by The Tenant, ensuring that all keys are returned to Topproperty Office and checked back in.
- 2.10.5. The Agent will arrange an End of Tenancy Schedule Condition Report upon which to base a claim for repair/dilapidations from the deposit. The provision of the report is chargeable as per section 6.3.3.
- 2.10.6. The Agent will inform the Landlord if any essential repairs are required at the end of the tenancy and which need to be rectified before the occupation by the next tenancy.
- 2.10.7. When the property is vacated by The Tenant, The Agent, will request the return of all keys by The Tenant

2.11. Property Inspections

- 2.11.1. For Student Tenants The Agent will carry out, with the permission of the tenant, routine visual property inspections to check for any breach of tenancy and to check on the general condition of the property. Such visits to be approximately every three months after the tenants have moved in and before they are due to check out.
- 2.11.2. For Residential Tenants The Agent will carry out routine inspections in line with requirements of any Selective Licence Scheme operated by the Local Authority.
- 2.11.3. The Agent will submit any maintenance issues noted on the periodic inspections to the maintenance team for further remedial action.

2.12. Property Maintenance

- 2.12.1. The Agent will maintain an operating float for the landlord. This will be retained in the client account operated by The Agent. This float will be used to pay for maintenance as required, and is used to allow The Agent to pay contractors in periods where we would not normally hold funds on account for The Client (eg between The Agent paying the Landlord the rent received, and receiving further rent from tenants.)

The float will be replenished after use by further income from the tenants to maintain the float at the established level. This float will be returned to The Client when required (generally when management of The Clients property ceases). The amount of float is a single £250 float for landlords with single properties and a £400 float for landlords with multiple properties.

- 2.12.2. Subject to a retained maximum expenditure limit of £200.00 (excluding VAT) on any single item or repair, and any other requirements or limits specified by The Client, The Agency will administer any miscellaneous maintenance work that needs to be carried out on the Property. The Agent will notify you once repairs up the specified limit have been completed.
- 2.12.3. For expenditure in excess of the agreed limit, The Agency would normally request authorisation in advance. It is agreed that in an emergency or for reasons of contractual or legal necessity the Agency may reasonably exceed the limits specified, where reasonable endeavours have been made to contact the Landlord and to obtain permission for work.
- 2.12.4. In the event of an emergency during working hours, The Agent will promptly act to secure the safety of tenants or to secure/repair the property. Every attempt will be made to contact the landlord, however where this is not possible The Landlord gives The Agent the right to act on their behalf and to indemnify the agent for costs incurred.
- 2.12.5. The tenants will be given at the start of the tenancy the out of hours emergency contact, which will be the contractor the landlord has requested to deal with out of hours issues.
- 2.12.6. If The Client has a home care insurance policy (eg British Gas Homecare) it is the responsibility of The Client to make tenants aware of this through a permanent notice in the property.
- 2.12.7. If The Client has a home care insurance policy (eg British Gas Homecare) including certification and testing and/or ongoing maintenance or warranty for appliances it is the responsibility of The Client to make The Agent aware of this policy in writing.
- 2.12.8. In the case where The Client has a home care policy that covers any certification a copy must be provided 14 days prior to expiry. Failure to provide correct certificates will result in The Agency carrying them out and charged to The Client.
- 2.12.9. The Agent will arrange for the appropriate Landlord Gas Safety certificate which is a mandatory legal requirement for properties with a gas supply. The cost of this is as per section 6.3.5
- 2.12.10. The Client will provide a gas certificate for buildings (eg flats) with common areas that are heated by a separate gas central heating system.

- 2.12.11. The Agent will arrange for an Electrical Periodic Inspection Report. Testing of the electrical installation is a general legal requirement under Section 6.3.a of the Management of Houses of Multiple Occupation (England) Regulations 2006 as well as the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and must be retested by a qualified person at an interval not exceeding 5 years. The cost of this is as per section 6.3.5
- 2.12.12. The Agent will arrange for a Certificate of Portable Appliance Testing for all movable appliances and electrical items provided by The Landlord. The cost for this is as per section 6.3.5
- 2.12.13. Assessment of the risk for Legionella is a legal requirement in rented properties. The Agent will arrange for a Legionnaires Risk Assessment to be carried out and arrange for any recommended works to be completed.
- 2.12.14. For Student Properties, on instruction to manage, and on an ongoing (normally two yearly) basis The Agent will carry out a Fire Risk Appraisal. This will be carried out to ensure compliance with licensing and fire safety compliance to the local authority standards. The cost for this is as per section contractor invoice.
- 2.12.15. Arrangement fees apply for any work carried out as per Section 6.
- 2.12.16. All maintenance will be carried out by the Agent unless other arrangements acceptable to both parties are in place.

2.13. Selective, Mandatory and Additional Licensing

- 2.13.1. Severe penalties apply to non compliance for landlords and agents including criminal convictions and fines of up to £30,000 and unlimited fines for individual breaches of the HMO regulations for HMO properties.
- 2.13.2. The Client agrees to fully comply with the conditions of the property licence.
- 2.13.3. The Client gives The Agent continuous authority to commission and complete any work to enable licence compliance.
- 2.13.4. Any administration fee for managing the application process for a licence will be chargeable. The charge for this work is as per 6.4.1. Licences will be re-applied for prior to licence expiry.
- 2.13.5. The Agent will be the nominated Relevant Person (Property Licence Holder) for purposes of Licensing. This applies for Mandatory, Selective and (if applicable) Additional Licensing.
- 2.13.6. All properties under management will require a current licence if they are covered by a relevant licensing scheme.
- 2.13.7. In cases whereby management of the property is returned to The Client, The Agent will notify The Client and the Local Authority that The Agent is no longer the Property Licence Holder. The Client will be responsible for ensuring a new licence is applied for.

- 2.13.8. The Client gives The Agent continual authority to carry out any work highlighted by the Local Authority as required under the Housing Act 2004 or any other relevant legislation, or to carry out work identified by The Agent that is required for the Licence Holder to meet licence conditions.
- 2.13.9. It is the responsibility of The Client to ensure the property has a licence in all cases.
- 2.13.10. Payment for licences will be taken by The Agent from rent paid by tenants or other funds. In cases where there is expected to be a delay in payment from tenants The Agent will request payment on account for the licence fee.
- 2.13.11. Properties that are vacant at time of instruction will by law require a licence before being occupied by tenants. The Agent will apply for the licence prior to occupation if the property is vacant at time of instruction. If the property is already licenced and The Client is not the Licence Holder, The Agent will re-licence the property. If The Client is the license holder when we are instructed the Agent will notify the local authority that The Agent is to be recorded on the license register as the manager of the property.
- 2.13.12. The Client agrees to indemnify The Agent for any breach of the licence terms prior to The Agent commencing management of the property. Commencing Management means collecting rent from tenants on a commission basis, including other property management duties such as arranging maintenance, property inspections etc.
- 2.13.13. In cases where the agent is acting to find tenants for properties that are currently occupied, and will commence management when tenants found by The Agent move in. The Client will provide proof that the property is currently licenced, or a licence has been applied for, for the period up until the tenants sourced by The Agent move in. The Agent will apply for a licence prior to tenants found by The Agent move in.
- 2.13.14. Where The Agent is instructed as managing agent and management functions commence immediately The Agent will apply for a licence as part of setting up the landlord.

2.14. Utility Services Management

- 2.14.1. The Landlord is to make The Agent aware if there is an over-use of any inclusive limits on service usage if the property is let inclusive of bills.
- 2.14.2. If at the end of the tenancy there is still an overspend situation (eg the tenants have not remained within their usage cap) The Agent will process the overspend limit as a deposit charge.
- 2.14.3. In order to process this deposit charge The Agent will require proof of utility bills and The Landlord's calculations as per clause 3.30. If The Landlord does not have bills covering the entire tenancy period with the liability correctly calculated (due to estimated bills etc) we may be unable to use them process the deposit. In these cases we will require

a copy of a bill showing cost per unit for both electricity and where applicable, gas, from the relevant period and will be able to generate our own report on usage based on the start and end meter reads. In these cases the cost of the overspend report is £50+VAT.

- 2.14.4. If a visit for additional meter reads or meter top ups is requested by The Client this will be chargeable as per 6.4.3 and 6.4.7.
- 2.14.5. If the overspend is likely to exceed the deposit The Agent can assist the landlord in raising an immediately payable charge. The cost for this is as per clause 6.4.13

3. CLIENT OBLIGATIONS

- 3.1. If The Property is let to sharers The Landlord confirms to The Agent that The Property meets the requirements of shared housing under the Housing Act 2004 and the Management of Houses of Multiple Occupation (England) Regulations 2006 and other relevant legislation.
- 3.2. The Landlord confirms that they are the owner of either the freehold or the long leasehold interest of the property and has the right to rent out the property.
- 3.3. The Landlord confirms that if the property is leasehold they have obtained the consent of the freeholder or head lessor to let the property.
- 3.4. The Landlord confirms that if the property is subject to a mortgage they have obtained permission to let the property, or the proposed or active tenancy is within the existing consent to let (eg is a buy to let product that covers shared letting) from the mortgage company and that the mortgage payments are up to date.
- 3.5. The Landlord authorises the Agent to carry out various details of property management as detailed above.
- 3.6. The Landlord agrees to the Agency obtaining and holding security deposits on their behalf if required.
- 3.7. The Client agrees to indemnify the agency against any costs, expenses or liabilities incurred or imposed on the agency provided they were incurred on behalf of The Client in pursuit of The Agents normal duties.
- 3.8. The Landlord agrees to assist The Agency in carrying out the duties associated with property management.
- 3.9. The Landlord agrees to respond promptly where necessary to any requests from The Agent.
- 3.10. The Landlord confirms that the property is in a good condition for lettings and that the property, beds, sofas and all other furnishings conform to the appropriate regulations - Furniture and Furnishings (Fire)(Safety) Regulations 1988.
- 3.11. The Landlord must fulfil repairing obligations as required under Section 11 of the Landlord Tenant Act 1985.
- 3.12. The Landlord must provide an up to date Landlords Gas Safety Certificate issued by a Gas Safe Register approved technician and must keep certification up to date. This is a legal requirement of Gas Safety (Installation and Use) Regulations 1998.
- 3.13. The Landlord must ensure that the electrical installation of the property is safe for the tenants by providing an Electrical Installation periodic inspection report from a contractor accredited with a suitable competent persons body such as NICEIC, ELECSA or NAPIT, as required under the Management of Houses of Multiple Occupation (England) Regulations 2006, The Consumer Protection Act 1987 and The Landlord & Tenant Act 1985 Section 11. Note that the Management of HMO

regulations 2006 applies to all shared houses as per the definition of a HMO in the Housing Act 2004 Section 254.

- 3.14. The Landlord must ensure that any appliances provided to the tenant are electrically safe by carrying out Portable Appliance Testing, as per The Low Voltage Electrical Equipment Regulations 1989, The Electrical Equipment (Safety) Regulations 1994, The General Product Safety Regulations 1994 and The Plugs and Sockets (safety) Regulations 1994.
- 3.15. The Landlord agrees that in any case of emergency The Agent has the right to act to deal with that emergency. This may result in the Client being notified after remedial works have taken place and any costs are taken from the rental income.
- 3.16. The Landlord agrees to ensure The Agency is kept informed of any works being carried out at the property and ensure The Agency is provided with a copy of any certification required for the safety of the property.
- 3.17. The Landlord agrees that The Agent may erect a To-let advertising board at the property such that it complies with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.
- 3.18. The Landlord agrees that The Agent may sign the tenancy agreement(s) on behalf of The Client.
- 3.19. The Landlord agrees that any instructions from The Client to The Agent concerning termination of the contract, major repairs, payment details etc must be made in writing.
- 3.20. The Landlord is responsible for the adequate insurance of the property and confirms that the insurance covers a situation where the property is let. If the property is let to students, the insurance company must be informed that it is a student let and any special requirements of the insurance policy must be adhered to. The Agent must be provided with a copy of the insurance schedule.
- 3.21. The Landlord is responsible for payments of all legal fees and any related costs in relation to taking legal action to obtain rent arrears or possession of the property in the case of eviction.
- 3.22. The Landlord agrees to deal with any property issues reported by the tenant within 7 days of it being reported to The Landlord by The Agent.
- 3.23. The Landlord should be aware that where a property is empty, let as holiday accommodation, or let as a house of multiple occupation or shared house, responsibility for the payment of council tax rests with the owner of the property. The Agent will obtain Council Tax exemption certificates where possible and forward them to the council to obtain exemption status. However The Agent accepts no responsibility for disputes between the local authority and The Landlord arising from this. The ultimate responsibility for dealing with council tax rests with The Landlord.
- 3.24. When letting property and collecting rents for overseas landlords, the Agency is obliged by the Taxes Management Act 1970 and the Taxation of Income From Land (Non-Residents) Regulations 1995 to deduct tax (at basic rate) to cover any tax liability, unless the landlord has been authorised by the inland revenue in writing to receive rents gross. To do this The Client must apply to the Inland

Revenue for a Certificate of Exemption (NRL 8) prior to the commencement of rental. The Agency reserves the right to appoint an accountant in order to manage correspondence with the Inland Revenue.

- 3.25. The Agent will make a standard annual charge for this work if the non-UK based landlord receives rent net of tax or if The Landlord is part of the Non Residents Landlord Scheme and an annual return is required. The charge for this is as per 6.4.13.
- 3.26. In the event that the tenants are in default of rent the Agent has the Landlord's irrevocable authority to instruct solicitors to collect the outstanding rent and its own administrative fees from the defaulting tenant.
- 3.27. In the event that the Landlord recovers its own arrears it is hereby contractually bound (and for the avoidance of doubt this clause will continue) to recover The Agents administrative costs and management fees.
- 3.28. The Landlord confirms that the account for any mortgage or additional charge on the property is paid up to date with no arrears and The Client is not facing repossession.
- 3.29. In the case of unreasonable wear and tear being remedied at the end of the tenancy The Landlord must inform The Agent if The Landlord intends to withhold an amount from the tenants' deposit to make good damage. This notification of amount is to be within 10 working days of The Agent informing The Landlord of any damage from the tenant moving out.
- 3.30. In the case where utility bills are included within the rent it is the landlord's sole responsibility for ensuring that any excess usage is brought to the attention of the agency and/or the tenants within reasonable time. If a deposit return is contingent upon the landlord assessing if there has been excessive utility usage the landlord takes responsibility for ensuring the deposit return is processed within a reasonable time.
- 3.31. The Client agrees to make The Agency aware of any pre-existing or ongoing maintenance problems that The Agency would otherwise not reasonably be aware of.
- 3.32. The Client will provide at their cost a Secure key box to the front of the property to enable easy access in case of emergency. Provision of this can be arranged by The Agent.
- 3.33. The Landlord agrees that The Agent may carry out The Tenants Right to Rent compliance checks on behalf of The Client as per the Immigration Act 2014.
- 3.34. If The Landlord has any cause for dissatisfaction with any aspect of the Management Service provided by The Agent, The Landlord is to put their concerns in writing. The Agent will respond as per The Agent's complaints policy. A copy of the complaints policy will be provided on request.

4. LIABILITY

- 4.1. The Agent accepts no liability for the non compliance of the landlord in respect of any requirements under the Management of Houses of Multiple Occupation (England) Regulations 2006, The Housing Act (2004) and related legislation in respect of shared houses, and the landlord agrees to indemnify The Agent in respect of same.
- 4.2. The Agent does not accept liability for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection.
- 4.3. The Agent recommends The Landlord take out suitable insurance for non-payment of rent, damage by tenants and legal costs.
- 4.4. The Agent cannot be held liable for any act or omission of the tenant and takes no responsibility for the findings or otherwise of any credit check or reference provider.
- 4.5. The Agency will select competent tradesmen but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although The Landlord reserves the right to pursue any claim against tradesmen appointed by the Agency.
- 4.6. The Agency is not liable for any chargebacks for rent or deposits paid through card payments.
- 4.7. In case whereby a chargeback is made (for housing benefit, card payments, or other services/means) The Landlord agrees to indemnify The Agent for the chargeback.
- 4.8. The Agency cannot be held liable for any Housing Benefit repayments requested by a Local Authority.
- 4.9. The agent is not liable for any overspend of utility services when the property is rented on an "inclusive" rent including utility services.
- 4.10. The agent is not liable for any services consumed at the property whether a tenancy is in effect or not.
- 4.11. The Agent is not liable for any charges levied by contractors where they are unable to complete their work for example a charge by an inventory company where the property is due for inspection but the property was not ready through fault of The Client. The Client agrees to indemnify the landlord in such regard.
- 4.12. The Agent accepts no liability for the non compliance of the landlord in respect of any planning requirements for property or properties under management, including but not limited to any Article 4 directions that require properties to have a certificate of lawful use or planning permission for use of properties as shared accommodation. The landlord agrees to indemnify the agent in respect of any breach or enforcement action relating to any breaches.

5. TERMINATION OF CONTRACT

- 5.1. The Agent reserves the right to cancel the contract by giving 28 days written notice to The Landlord. This contract may be on a property specific basis in the case of multiple managed units.
- 5.2. This Agreement will continue whilst the Tenancy is in place and will automatically renew subject to any variations or amendments in place at that time, if a new tenant is sought and enters into an AST with the authority of The Landlord.
- 5.3. For Student let properties the agreement to manage continues while tenants are in occupation, or an agreement for letting has been entered into and a tenancy agreement is signed. The Landlord may cancel this agreement by giving The Agency written notice, such ending of the contract to be at the end of the current tenancy, or the end of a tenancy entered into on your behalf but yet to commence. As an example, if the property is let until the end of the student year (30th June) and a new contract has been entered into for the next academic year the contract between The Agency and The Landlord would run until the new tenancy concludes. Any balance outstanding owed to either party is to be paid within 28 days of contract termination. If the landlord wishes to end the contract before the end of the tenancy agreement the Landlord must give written notice, such notice to be a minimum of 28 days. In this case the landlord will be liable for the equivalent commission for the balance of the tenancy term on the basis of rent having been paid in full.
- 5.4. For residential let properties the agreement to manage continues while tenants are in occupation, or an agreement for letting has been entered into and a tenancy agreement is signed. The Landlord may cancel this agreement by giving The Agency written notice, such notice to be a minimum of 90 days. If The Client wishes to terminate earlier than 90 days then an exit fee equivalent to the management fee on rent due for the full 90 days will be charged.
- 5.5. If the contract is terminated the following fees shall apply:
 - 5.5.1. Cancellation by The Agent: a sum equivalent to one month's management fee is payable by The Landlord and if a new tenancy agreement has been entered into on behalf of the landlord, a "let fee" charge at our standard rate as applicable at that time.
 - 5.5.2. Cancellation by Landlord: There are no charges made by The Agent to The Landlord for the ending of the contract at the conclusion of the currently in force tenancy, or at the end of any tenancy currently entered into. If the landlord wishes to terminate the contract before the end of the current tenancy (determined by the end of the tenancy fixed term) then a termination fee equivalent to the full management fee that would be collected up to the end of the tenancy (determined by the end of the tenancy fixed term).
 - 5.5.3. Cancellation by sale of property while tenanted or let agreed:

- 5.5.3.1. If the contract is ended due to a sale of the property whilst the property is tenanted and the new owners enter into a new management contract for the property with The Agent there is no contract cancellation charge.
 - 5.5.3.2. If the contract is ended due a sale of the property whilst the property is tenanted and the management does not continue with the new owner: Student and sharer properties - a sum equivalent to the management fees payable on rents due up until the end of the tenancy is levied. Residential properties - a sum equivalent to three months management fees is levied.
 - 5.5.3.3. Cancellation where new tenants have been found. If the management agreement is ended by sale before the start of a new tenancy (entered into on your behalf by The Agent) a tenant find fee will become payable by The Client for letting the property. The tenant find fee will be at the prevailing rate charged by The Agent as their "let only" fee. This fee is currently 5% of gross annual rent for student and professional sharer lets or £499+VAT for residential lets. If the management agreement is ended after tenants move in and before three months have passed this fee will apply but will also be subject to management fees charged up until the sale completes and management ends, to cover work already completed.
- 5.6. In any event, any and all sums due at the time of cancellation or ending of the agency agreement must be paid in full within 28 days of contract termination.
- 5.7. As per The Consumer Protection Act 2015 there is a 14 day cooling off period from the date the agency agreement is signed if the agency agreement is not signed at the business premises of The Client. If the client has given instruction for work to commence immediately the provisions for a cooling off period within the Consumer Protection Act 2015 do not apply. Any work carried out prior to cancellation under, or not under, The Consumer Protection Act 2015, may be subject to our reasonable charges for services rendered as per Section 6 - Fees, even if the cooling off period applies.

6. FEE STRUCTURE

6.1. Fees are subject to change.

6.2. The Agent shall be reimbursed by the Client for any agreed out-of-pocket expenses incurred.

6.3. Service Charges - core services

6.3.1. Management Fee:

6.3.1.1. Student and shared house (HMO) Tenants:

- The Agent has a fixed management fee for letting and management for HMO (shared) properties of 12% + VAT

6.3.1.2. Residential Tenants:

- The Agent has a management fee for letting and management for residential properties of 10% + VAT

6.3.2. Arrangement Fee - The Agent will make a charge of 10% plus VAT at the current rate of invoice for cost for any works arranged on the property, as per section 2.12, subject to a minimum charge of £15+VAT.

6.3.3. Let Fee - The agent will make a charge of £325 + VAT for each new tenancy as follows:

- Charged per house for group student tenancies* (see below for timings of charge)
- Charged per house for residential tenancies and per tenancies for single room HMO tenancies (charged when tenancy is signed)

* For Student Tenants this fee is deducted from the rental income on the 1st of May for the following academic year where the tenancy application is completed by this date and for any applications completed after the 1st of May it is deducted from the rental income when the tenancy agreement is signed.

This charge covers the administration costs associated with the management of tenancy deposits as per sections 2.7.1 to 2.7.5, the Inventory and Schedule of Condition Report and the End of Tenancy Schedule Condition Report as well as Right To Rent compliance checks.

6.3.4. A Tenant Referencing Fee of £40+VAT is charged per successful tenant applicant. Eg a student house with three tenants would be £120+VAT. The same rate applies for student, professional sharer and residential tenant applications.

6.4. Service Charges - additional services

- 6.4.1. Licensing Fee - The agency will charge for administration and management work in relation to applying for a HMO. The cost of this is £150+VAT. As part of this we will pay on your behalf from rent received the cost for the licence. Charges imposed by the local authority are subject to change. If funds are not available from rent received we will ask you for them to avoid delays in applying for the licence.
- 6.4.2. The Agent will make a charge of £50 + VAT for the processing of the deposit return through the deposit scheme single claim route if the tenant is absent/uncommunicative, as per section 2.7.6. This includes the cost of getting the statutory declaration signed by a solicitor.
- 6.4.3. The agent will make a charge of £75 + VAT for the preparation of a case file for arbitration for the deposit return as per section 2.7.7.
- 6.4.4. The Agent can arrange additional property visits (for example for additional meter readings, supervise delivery of furniture etc) at the cost of £20 + VAT per hour.
- 6.4.5. Limited delivery of small items from the office premises of The Agent to The Property under management. The cost for this is £20 + VAT per visit.
- 6.4.6. The Agent can collect any other items/monies which do not form part of the rent on the contract. The charge is the management rate as per section 6.3.1 for monies and by negotiation for material items.
- 6.4.7. The Agent can deal with and advise upon applications for assignment of tenancies or leases, sub-lettings, alterations and changes of use. The cost is on application.
- 6.4.8. The Agent can pay on request any bill on behalf of The Client from rental income. The charge is £10 + VAT per bill. For example: You will need to provide us with your gas, electricity and water bills and we will pay those bills for you out of your rental income. You can instruct your utility providers to send the bills to The Agent- all bills would remain in your name. We will also pay bills for estimated reads provided the usage appears reasonable.
- 6.4.9. The Agent will make a charge of £25 + VAT per hour if the landlord requires The Agent to calculate the overspend based on utility bills provided by the landlord.
- 6.4.10. The Agent will make a charge of £15 + VAT per tenant to raise a charge for money for immediate payment of utility services overspend (usage

in excess of cap), as per clause 2.14.5 Please note there is no charge if the charge is raised at the end of their tenancy against their deposit.

- 6.4.11. The Agent can liaise with local authority to deal with additional council tax charges. The cost is as £20 + VAT per hour.
- 6.4.12. The Agent will prepare, for landlords residing outside UK and registered with the Non Registered Landlord Scheme a computation of income, details of which have to be submitted to the H.M. Inspector of Taxes. This has to be done irrespective of whether the F.I.C.O. have approved your tax to be deducted at source or not. The charge associated with this service is £50 + VAT per year (on a per landlord basis) and is paid annually and is applicable even if the property was let for part of the year.
- 6.4.13. In cases where the landlord does not have a Certificate of Exemption to receive rent gross of tax (NRL 8), The Agent will be required to deduct tax at basic rate to cover any tax liability. The Agent reserves the right to appoint an accountant in order to manage correspondence with the Inland Revenue. The Agent will also make a standard annual charge for this work.
- 6.4.14. If the Agent is requested by HMRC or any other legal or governing body to provide information regarding your property we reserve the right to charge for this work. The charge will be appropriate to the work requested.
- 6.4.15. The Agent can perform limited accountancy work relating to tax on behalf of the landlord. This is chargeable based on the nature of the work.
- 6.4.16. If The Landlord requires The Agent to serve a notice on Tenant(s) a fee is incurred and payable on production of the notice, such fee is £75 + VAT. Notices served under 2.10.1 are not chargeable.
- 6.4.17. If the landlord requires additional or enhanced references and further checks on tenants and guarantors for insurance purposes or any other purposes the cost is £15 + VAT plus any additional cost for credit searches or enhanced reference.
- 6.4.18. The Agent will make a charge of £10 + VAT plus the cost of the key(s) for cutting keys on behalf of The Landlord. If an additional visit to the property is required (for example in the case of a landlord giving the agency unmarked keys for bedrooms, requiring the keys to be sorted, checked and tagged) there is a charge of £20 + VAT per hour.
- 6.4.19. The Agent may make a charge for additional work requested by The Client or required by law such as for HMO Licensing that falls outside the services offered by The Agency.

- 6.4.20. In the case where the landlord finds his own tenants through his own means (for example his own advertising or through another agency) which results in The Agent being disinstructed by The Landlord, or the landlord cancels the agreement before tenants are found, or The Landlord unreasonably rejects a tenancy application, or The Landlord exercises a qualified right to cancel within 14 days as per section 5.10 there will be a charge to cover The Agents reasonable expenses for services rendered, with a minimum fee of £100 + VAT payable within 28 days of invoice. If The Agent has created marketing photographs the copyright for such will revert to the landlord on payment of this invoice.
- 6.4.21. Any additional works as requested by The Landlord will generally be chargeable.
- 6.4.22. The Agent will make a charge of £100 + VAT to The Client in the cases where the Landlord requests a new inventory as per clause 2.8.2.
- 6.4.23. The Agent will charge a project management fee for substantial works at the property, which is generally refurbishment work (kitchen and bathroom refits, redecoration, new flooring) and generally over £1500. The project management fee will be 10%+VAT of the aggregate of costs and will be dealt with under a project management contract.
- 6.4.24. Fire Risk Assessment - the agency will charge for the inspection and preparation of a fire risk assessment which will assess the work required to meet the standard for shared housing. The price for this is as per contractor quotes.
- 6.4.25. Cleaning - The cost for pre-tenancy clean will be as per contractor invoice and will vary depending on depth of clean required, number of bedrooms, etc and will also be subject to the arrangement fee. All properties will be cleaned to a professional standard prior to each let. We also require that all HMO properties are cleaned on a monthly basis - for "let by the room" HMO properties this is a legal obligation however it is good housekeeping and management to clean the communal areas in group HMOs. The cost for this will be as per contractor invoice and the cost will be lower than a full end of a tenancy clean.
- 6.4.26. Gas Safety Certificate/Electrical Periodic Inspection Report/Portable Appliance Test/Energy Performance Certificate - The cost will be as per contractor invoice and will be subject to the arrangement fee.
- 6.4.27. Legionnaires Risk Assessment - The cost will be as per contractors invoice and will also be subject to the arrangement fee.

Signatures

Documentation we require:

- Proof of ownership or authority to receive rent
- Proof of identification
- Passport, HM forces ID document, etc.
- EPC
- Electrical Certificate
- Gas Certificate
- Consent to let from your mortgage company if relevant.
- Copy of HMO or Selective Licence document

These can be emailed to info@topproperty-services.com

Online document completion:

You can complete this form online (our preferred option) at:

<https://topproperty-services.com/sign-agency-agreement/>

Paper document completion:

Service Required

Residential Lettings
Management

Student Lettings
Management

About You:

Name:

Address:

Phone number:

Email:

Normal place of residence:

Within UK

Outside UK

Bank Details

Bank Account name:

Sort Code

Account Number

Property Address

Ownership

Freehold

Leasehold

Other (lease option, Rental Guarantee etc)

Licensing status *:

Applied for

Not applied for

Licenced

* If the property requires a HMO licence proof of licence will also be needed

Restrictive covenants
(eg, no students, no pets,
no housing benefit)

Contractor Details

Name:

Phone number:

Out of hours provision:
(goes on tenancy agreement
for the tenants information)

Agreement

I/We agree to the terms above.

Signed:

Date:

Notes:

