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Who as owners hereby appoint the Agency to act as the Landlord/s Agent to introduce tenants to rent the property and * to sign tenancy agreements and extensions on the Landlord's behalf.*

In consideration of tenants being introduced or taken over, the Agency shall be entitled to a fee of 10% plus VAT of the gross rental either for the whole or remaining period specified in any Tenancy Agreements plus any subsequent extensions thereof or the whole period of rental, whichever is the greater. Payment to be made by way of 10% plus VAT upon the introduction of a Tenant and upon any extension being agreed and in the event that any original tenant or any tenant introduced by the original tenants continues in occupation for more than seven days after the period of the Tenancy without an extension then a fee is payable equal to the fee previously payable, PLUS any fees for additional standard services provided by the Agency specified on the currently available Charge List displayed in the Agency offices, PLUS any payments made by the Agency for goods, services or repairs considered to be necessary in the interests of the Landlord and the property.

The Landlord/s may terminate this Agency appointment by serving the Agency with two months notice in writing and by paying to the Agency all fees due from any current tenancy agreement, extension or period of rental referred to AND upon any subsequent agreement, extension or period of occupation by the tenant introduced by the Agency. Should any tenant, or any other person introduced by the Agency, buy the Property, the Landlord/s shall pay 2% of the sale price of the Property to the Agency upon completion of the sale. If the Landlord/s become non-resident in the U.K the Agency will become liable to pay Income Tax on rents received for the Property and therefore, unless there is an acceptable form of Indemnity, a retention will be withheld from rental income to allow for the payment of such taxes. The.

RESIDENTIAL LETTINGS & MANAGEMENT TERMS & CONDITIONS OF OUR THREE LEVELS OF SERVICES

FULL MANAGEMENT

- A) **We will visit the property for discussion with the Landlord on the various aspects of Lettings and advice on the achievable rent.**
- B) **Advertise, interview, and show prospective tenants the property.**
- C) **Apply for references from an employer and previous landlord or other references as appropriate.**

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- D) **Negotiate the terms of the Tenancy Agreement within the Landlord's instructions.**
- E) **Arrange for meter readings and for the tenants to transfer the utility accounts into the tenant's name provide the relevant authority agrees.**
- F) **Collect rent –usually received by monthly Banker's Standing Order.**
- G) **We will provide the landlord with a monthly statement and pay the balance of account directly into the Landlord's bank account.**
- H) **We aim to visit the property at least once a year and also during the Inventory Check In and Out. These inspections will not be carried out by qualified surveyors or structural engineers and will therefore only disclose any defect which would be normally apparent, or which is clearly and adequately brought to our attention. The inspection will not amount to a structural survey. In particular without limit our inspections will not disclose any hidden or latent defects. Visits will not be made to the property when it is not let, save for the purpose of showing prospective tenants around. If regular such inspections are required, an additional charge of £100.00 plus VAT for each visit will be made.**
- I) **We will make payments of all outgoings for the Property from rent received, according to the landlord's original instructions.**
- j) **Subject to the landlord reimbursing us for the costs, our management fee includes arranging for minor repairs to the property up to £150.00 for any one item to be carried out. By signing our contracts, you authorize us to carry out any such repairs we deem necessary and to deduct the cost of those repairs from any money we are holding on account. We will supply you with copies of the relevant invoices. Save in an emergency we will obtain your prior approval to any works excess of £300 but in an emergency works that may be necessary regardless of cost. Where work in excess of £300 plus VAT is required, we will make an additional management charge of 10% plus VAT of the VAT exclusive costs of the works in question.**
- k) **It is hereby agreed that should the property be dealt with by any employee or former employee of the company then all fees will continue to be due and payable.**

All of the above is included in our Full Management Fee: 10% of the rental due to the tenancy agreements. Please see our list of charges for details and method of payment.

RENT COLLECTION ONLY

This service is as for the Full Management excepting points H), I), and J). The landlords taking this option are usually staying in the local area and are able to deal with these points personally.

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Our fee for this service is 9% of rental due to the Tenancy Agreements. Please see our price list of charges for details and method of payment.

TENANT INTRODUCTION ONLY

In addition to points A), B), C), D) above, we generally collect the deposit and the first month's rent and arrange the signing of the Tenancy Agreement. We then hand over the Tenancy to the Landlord for management, though we also deal with extensions to Tenancy Agreements and Negotiation of Rental Increases.

Our fee for this is 8% of the rental due from the Tenancy Agreements. Please see our price list of charges for details and methods of payment.

LANDLORD & TENANT ACT 1987

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales to which (including notices in proceedings), may be served to you. Unless otherwise directed, if your address is outside England and Wales, we will use our address for this purpose. Although we will use our best endeavors to forward any notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

The Landlord/s may terminate this Agency appointment by serving this Agency with two (2) months notice by writing and paying to the Agency all 10% + VAT fees referred to above for the whole length of any Agreement and extension and subsequent occupation by a tenant introduced or taken over by the Agency and the 10% + VAT fee referred to above for the period up until the expiry of the said two (2) months' notice.

Should any Tenant or other person introduced by the Agency, by the Property, the Landlord/s shall pay 2% + VAT of the sale price of the property to the Agency upon completion of the sale.

GAS SAFETY REGULATIONS 1994

All gas equipment and appliances must conform with the above including inter alia annual inspections by a registered installer and records maintained of work undertaken.

The Agency prefers to sign agreements on behalf of Landlords as this is reliable, efficient and without delay. However, if you're going to be staying in the U.K and would prefer to sign yourself OR you will be giving Power of Attorney to a third party, please delete between the * symbols above. If not deleted a Director or the Office Manager of LAWSONS AND DAUGHTERS Is hereby authorized to sign on your behalf.

LANDLORD FEES

- 1. Percentage fees are exclusive of VAT except Miscellaneous Costs i.e Agreement,**

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Inventory, etc., which are inclusive of VAT. These charges should be read in conjunction with our LANDLORD'S INSTRUCTION FORM and our FEE LIST (which gives more detailed information).

FULL MANAGEMENT

10% of the total rent reserved + VAT (minimum £800.00 + VAT) of which 10% is payable upon letting and upon each extension.

NEW TENANT AND RENT COLLECTION ONLY

9% of the total rent reserved + VAT (minimum £800.00 + VAT) of which 9% is payable upon letting and upon each extension.

FINDING TENANT ONLY

8% of the total rent reserved + VAT (minimum £800.00 + VAT) is payable upon letting and each extension. This amount is initially deducted from the first rent received. A full statement is sent, and Landlords must settle any shortfall.

STANDARD AGREEMENT

LANDLORD **£120.00**

AGREEMENT EXTENSIONS & AMENDMENTS

LANDLORD **£120.00**

INVENTORIES:

LANDLORD COST £120.00

INVENTORY UPDATE:

FIXED FEE	£120.00
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CHECK IN:

FIXED FEE **£120.00**

CHECK OUT:

FEE IS INCLUDED IN THE ORIGINAL INVENTORY

LANDLORD GUIDE & GENERAL INFORMATION

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RESIDENTIAL LETTINGS & MANAGEMENT

RENT: Rent received from the Tenant will routinely be paid to the Landlord or his representative within fourteen days of receipt. This allows time for the Tenant's cheque to clear. However, we try, where possible, to arrange for the rent to be paid by the tenant by Banker's Standing Order. The agent shall secure the tenants' deposit, if applicable where the funds are held in an interest-bearing account. ALL RENT HELD DURING THESE FOURTEEN DAYS ARE RECORDED IN YOUR OWN PROPERTY ACCOUNT AND ARE DEPOSITED INTO A NATIONAL WESTMINSTER BANK DEDICATED CLIENT ACCOUNT.

DEPOSIT: Any interest accrued on the credit balance of the landlord/tenants belongs to the agent.

Balances: Any interest accrued on the landlords' credit balances held by the agent, belongs to the holder of the balance, i.e. the agent.

GENERAL RETENTION: It is a condition of our carrying out inspections and routine maintenance that we hold a sum of no less than £150 at all times against such expenditure. You authorise us to meet maintenance expenditure and pay our management fees from this money. The money will be held by us in a separate client account. If the money held is not replenished from time to time as requested by us, we would be under no obligation either to carry out visits or affect maintenance work.

INSURANCES: You must ensure that the building and contents insurance cover is adequate and that the policy covers furnished lettings; many household policies do not automatically provide such cover.

MORTGAGES: Where the property to be let is subject to a mortgage, permission is normally required from the mortgagee to let or sub-let the property furnished. We required you to confirm that you have obtained your mortgagee's permission in writing so to do. Applying for permission after a tenant has been found could prejudice the tenancy.

SUB-LETTING: If you are a Tenant or a Lessee it is essential that (1) the intended letting is allowed by your lease. (2) The intended letting is for a period expiring prior to your lease.

DATA PROTECTION : DATA PROTECTION: We Lawsons and Daughters may collect some or all of the following personal data. This may vary according to your relationship with us :-

Full name, date of birth, address, email addresses, telephone numbers, business name, job title, profession, bank details.

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Under the GDPR 2018, we must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests for us to use it. Your personal data will be used for following purposes:

1. Managing your property and liaising with you about the day to day running of your business.
2. Supplying our services and products to you. Your personal details are required in order for us to enter into a contract with you.
3. Communicating with you. This may include responding to emails or calls from you.
4. Supplying you with information by **email, post, telephone or text**. You may unsubscribe or opt-out at any time by contacting us at mail@lawsonsanddaughters.com or 404-406 North End Road, Fulham, London SW6 1LU

With your permission we may also use your personal data for marketing purposes, which may include contacting you by:-

Email, telephone, text message, post, newsletter with information, updates, news, and offers on our products and services.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for six years.

FURNISHINGS: We recommend that items of sentimental or great value should not be left in your property. As a rule the landlord should provide furnished accommodation with all necessities. All furniture in your property has to conform with the new regulations (The Fire & Furnishings (Fire) (Safety) (Amendment) 1993 that came into force on the 1st March 1993. Offences can carry penalties up to £5,000. Full details and copies of the D.T.I. publications can be obtained from The Consumer Safety Unit, Dept. of Trade & Industry, Room 302, 10 Victoria

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Street, London, SW1H 0NN. Bed linen is a matter of personal choice but we recommend that the landlord provides a mattress cover, pillow cases and towels but it is useful to leave these available in case they are required. Please do not leave a linen cupboard full of odds and ends, as everything has to be checked at the start and the end of the Tenancy. The standard of furnishing obviously has an effect on the rent obtained. We ask that all furniture equipment is clean and working at the start of the Tenancy. Electrical appliances should be modern and service contracts taken out for equipment such as washing machines and central heating boilers. The Landlord's will be asked to provide instructions for older equipment. Often the cost differential between repair and replacement is marginal. Generally, an 'unfurnished' property should still have carpets, curtains, cooker and fridge, but please remember that there is a much greater demand for fully furnished properties.

FITTINGS & EQUIPMENT: You must ensure that all equipment, electrical or otherwise provided with the property is fully operational and recently serviced prior to the commencement of a tenancy.

GARDENS: For large gardens, arrangements should be made for a contractor to maintain the garden. This service is reflected in a higher rent and avoids disputes between the parties and neighbours. For small gardens, the tenant is usually responsible for maintenance if the necessary equipment is provided.

CLEANING: It is important that properties are let in a very clean state by the Landlord, to set the standard for the Tenant and to avoid any dispute at the end of the tenancy. We can arrange cleaning between tenancies.

MAIL: We advise Landlords to arrange for a redirection of their mail through the Post Office.

TENANCY AGREEMENT: Landlord usually ask us to prepare the tenancy Agreement as our standard agreements are approved by solicitors and lenders. The fee is shared equally between the Landlord and Tenants. We require tenants to pay to us, as stakeholder, a deposit equivalent to one month's rent against liabilities that might arise under the Tenancy Agreement.

INVENTORY: A very detailed inventory of contents including fixtures, fittings, décor and their condition is essential. Landlords usually therefore ask us to prepare the initial inventory. Our fees are on a sliding scale depending on the size of the property and extent of the contents. However, there is a set fee whatever the size of the property, for the updating of the inventory between tenancies.

CHECKING TENANTS IN AND OUT: The detailed inventory is checked and agreed with the tenant on moving in at the tenant's expense and checked again on moving out. This cost is included in the Landlord's original inventory fee. We compare the two inventories and prepare

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a Check-Out Report itemising any dilapidation beyond fair wear and tear, and any missing contents. We then assess and deduct the appropriate costs from the tenant's deposit. Our fees are on a sliding scale depending on the size of the Property and extent of contents.

INCOME TAX: For a minimum fee, on request, we can prepare an annual summary of income and expenditure for the Landlord's tax adviser. A service we can provide for non-resident Landlord's is to agree with the Inland Revenue the income and expenditure and consequent tax liability arising from the letting. Where the Landlord appoints us to act for him in agreeing the tax liability, a fixed fee is charged for each financial year.

Income tax is payable on 'profits' arising from rented Properties in the United Kingdom whether the Landlord is classified as resident or non-resident for taxation purposes.

Where the Landlord is treated as a resident of the United Kingdom, no income tax is deducted from rent received. We do however, need details of the Landlord's tax district and tax reference number to complete our returns to the Inland Revenue.

Where the Landlord is non-resident for tax purposes and we collect rent on his behalf, we as Managing Agents are responsible for paying income tax at the standard rate. We will pay it to the Inland Revenue, unless we are authorised by the Inland Revenue to pay the rental Income Gross under the Non-Resident Landlord Scheme. We will deduct 25% tax from the rent received, to cover ourselves against Inland Revenue demands.

In calculating tax liability, allowance is made for wear and tear of furnishings (or replacements), repairs, rates, insurance and other outgoings. Mortgage and other interest payments cannot always be off set by the Agents against rental income. A refund of tax resulting from gross mortgage interest payments must sometimes be claimed directly by the Landlord from the Revenue. Mortgage interest paid under MIRAS is not a deductible expense as income tax has already been deducted.

If the Landlord pays mortgage interest gross, some lenders will provide a certificate to this effect with a forecast of interest payable. Where such a certificated is obtained it should be passed to us if we are acting for the Landlord, or to the tax adviser. The Revenue may accept that the estimated interest can be considered in preparing the provisional assessment.

If we are appointed to finalise the tax liability with the Inland Revenue. We liaise with the landlord on all outgoings that can be claimed and submit a computation based on total income and expenditure. The Landlord should make available to his adviser the statements he received from Lawsons & Daughters and details of any other outgoings.

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Lawsons & Daughters are not tax advisers or accountants and have no specialist financial or legal knowledge in the field. While the information above is given in good faith it is not therefore a substitute for professional advice and should not be relied upon as such. We strongly advise you to consult your solicitor or accountant if you have any doubts particularly in relation to the complex Landlord/Tenant legislation or taxation matters.

For further information please read the attached produced by The Letting Centre....

In addition to the above information please ensure that you read the following guides to fully understand the regulations governing lettings. These guides are produced by Lettings Centre and we strongly recommend that you obtain further information if you are in doubt about any of the regulations.

Lettings and the Furniture and Furnishing (Fire) (Safety) 1993 Regulations (Pink)

Lettings and Electrical Safety Requirements (Blue)

Lettings and the Gas Safety Regulations 1994 (Yellow)

VAT: All our charges are subject to VAT

QUESTIONS: If you have any question about letting your property, please do not hesitate to contact us. We believe we provide the best possible service and welcome the opportunity to prove it.