



mather marshall
independent estate agents



Lettings Terms and Conditions

Mather Marshall

**Managing property for over
25 years**

Lettings & Renewals Service

1.1 Lettings Service Compliance Fee

When we introduce a Tenant who enters into an agreement to rent your property, we will charge you an initial compliance fee. The fee is calculated at a percentage of one weeks rent for the initial month as shown on the tenancy agreement. The scale of fees is outlined in the table below.

The compliance fee is payable in full at the start of the tenancy.

The compliance fee is payable for any Tenant who we introduce to the property whether or not the tenancy is finalised by Mather Marshall .

Scale of Fees for Lettings Service

Premium Service

Full Rent Guarantee + Legal Cover + Eviction Cover

13% +VAT of monthly rent (15%)including Vat

No Additional Fees

Standard Service

Full Rent Guarantee + Legal Cover + Eviction Cover

11% + VAT of monthly rent (13%) including Vat

Plus First Weeks Rent Setup Fee + Deposit Schedule Report Charges

Economy Service

Legal Cover + Eviction Cover Only

10%+ VAT of monthly rent (12%) including Vat

Plus First Weeks rent Setup Fee + Deposit Schedule Report Charges

Tenant Find Service

3 weeks rent or £500.00 min

Additional Fees

Tenancy Contract Renewal/Amendments Included in Premium Service	£45.00
Landlord Gas Check Annual Fee	£90
Energy Performance Certificate 10 year Fee	£100
Issuing Legal Notices Included in Premium Service	£96.00
Deposit Adjudication Included in Premium Service	£90.00
Court Attendance Included in Premium Service	£120.00 per day
Abortive Tenancy by Landlord	£390 + Reference Fee
Cutting of keys for Tenancy	Cost of keys plus £6
Carbon monoxide detectors/fire alarms If not supplied by Landlord to ensure legal compliance.	£35.00 plus cost to fit
Deposit Condition Schedule Report Charges Included in Premium Service Fee dependent on accommodation size Examples: -	
Tenancy Commencement Report One bed property	£80.00
Tenancy Conclusion Report One bed property	£80.00

INITIALS:

LETTINGS SERVICE

Rent Collection

We collect rent in accordance with the terms of the tenancy agreement. If the rent remains outstanding seven days after it is due we will make every effort to notify you. We will try to secure payment from the Tenant through telephone calls and by sending arrears letters. We will refer any late rent payment to our insurers when the tenant is 30 days in arrears. However should any insurance claim prove unsuccessful responsibility would fall to you to refer the matter to a solicitor.

Transfer of Monies

Mather Marshall will make every effort to transfer any monies due to your bank account within three working days of the due date and clear receipt. On rare occasions it may take us longer and we reserve the right to take up to ten working days to process, allocate and/or clear payment. If we are unsuccessful in fulfilling this target we will pay you interest at the annual rate of 2% above Barclays Bank plc base rate, from the tenth day after we receive payment until the date that payment is made to you. For new tenancies rent is transferred on the start of the tenancy if paid sufficiently in advance. Please note there is an administration charge of £30 (£25+VAT) for any international bank transfer.

Financial Crime

Mather Marshall is required by law to adhere with regulatory guidelines prescribed by The Proceeds of Crime Act 2002, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, and The Terrorism Act 2000. These guidelines encompass strict protocol in relation to money handling and client payment which we are committed to follow. Please note that our statutory duties in respect of these regulations supersede any pre-existing contractual arrangement.

Tenancy Agreement

We have an expertly written tenancy agreement which will be used in respect of all lettings unless otherwise agreed. Upon request and within reason we are happy to tailor this agreement to your specific requirements the charge to the Landlord for this agreement is £270 (£225+VAT). If you wish to provide your own tenancy agreement it must be fully compliant with current legislation and be fair and comprehensive. Mather Marshall reserve the right to refuse the Landlord's own agreement if it does not meet adequate standards.

Tenants References

We will obtain references on prospective Tenants. In signing the tenancy agreement, the Landlord, or Landlord's legal representative is deemed to have seen and accepted any such references or identity check, or waived the requirement for Mather Marshall to obtain these. Mather Marshall will undertake reasonable checks of lawful immigration status of any potential Tenant or other persons living at the property where required to do so by law (Immigration Act 2014) however cannot accept responsibility for any situation where it transpires that the Tenant does not have the right to live in the UK under the Right to Rent Bill.

Electronic Documentation

For convenience we may require tenancy agreements to be signed electronically by either the Tenant or Landlord (whether by email or website authentication). In this instance contracts are binding and admissible as evidence. All file data is stored electronically and original paperwork destroyed, should you want original contract copies then please make this request.

Keys

In order to market and let your property effectively we require a full set of keys. We operate a secure key tag system which ensures security by providing anonymity for any set of keys. In the event that keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys. When the property is let, you must provide at least one full set of keys to each named Tenant/Occupant. Mather Marshall will obtain copies at your expense.

Redirection of Mail

It is the Landlord's responsibility to arrange postal redirection services with The Royal Mail. Mather Marshall cannot take any responsibility for items of post which are lost or delayed or any costs incurred by the Landlord for items of mail which are delivered to the property address after it is let.

Utilities

The Tenant is responsible for transferring the utilities into his/her name we strongly recommend that you ensure that your own accounts or those of the previous Tenant have been closed. It is important due to the number of suppliers in the market place that you should advise the Tenant of the suppliers used.

PLEASE NOTE: if we are instructed to manage the property we will contact the relevant utility providers to inform them of the change on your behalf.

For tenancies under six months, unless otherwise agreed and specified in the tenancy agreement, the Landlord will be responsible for the payment of all utility supplies, council tax, television license, ground rent and service charges in respect of the property for the duration of the short let tenancy. The Landlord must ensure the continuity of supply during the tenancy. Where practical, the Landlord should notify the telephone provider of user change at the commencement of a short let tenancy. It should be noted that telephone providers will accept instructions only from their client and not from the agent.

Penalty Charge

If basic terms of a tenancy or a renewal have been agreed with you verbally or in writing and you have instructed us to proceed with the referencing of a Tenant(s) and draw up the relevant paperwork and subsequently withdraw from the offer there will be a charge of 75% of the Lettings fee or £500 plus VAT, whichever is the greater amount. Other costs incurred may also be charged to you.

Inventory, Deposit Conditional Schedule.

The cost of the inventory will be the responsibility of the Landlord. Upon request, we will arrange for an independent inventory clerk to prepare an inventory for the Property and they will also a Deposit Commencement Schedule. Costs for an inventory will vary depending on the size of the property and its level of furnishing, however we can advise on approximate costs. Whilst we will make every effort to give clear and concise instructions to independent inventory clerks, we cannot accept liability for any error or omission on their part.

The cost of the check-out will be the responsibility of the Landlord.

Where we instruct the inventory clerk on your behalf, we will withhold the fee from the penultimate month's rent to cover the cost of the check-out. Any balance will be returned once the bill has been paid.

Unless otherwise instructed, we will arrange for the Tenant to be checked out against the initial inventory, where it is available, at the end of the tenancy and send you a copy of the report.

The Gas Safety (Installation & Use) Regulations 1998

It is the Landlord's responsibility to ensure that all the property's gas appliances and fixed installations are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

On your instruction, we would be happy to assist you in obtaining your gas safety certificate as we work with a number of local Gas Safe registered engineers. The cost incurred, is payable by the Landlord prior to the works being instructed.

For the avoidance of doubt, Mather Marshall will not arrange for gas safety certificate renewals on a Lettings Service (as defined, including rent collection) unless requested to do so by the Landlord in writing if requested an administration charge of £60 including VAT will be applied

The Electrical Equipment (Safety) Regulations 1994

The Landlord is advised to ensure that the earthing and insulation of all electrical appliances within the property are safe and are regularly checked by an appropriately registered engineer. Cabling, fuses and plugs should also be inspected and replaced where necessary with the correct rating for that particular appliance.

Mather Marshall would be happy to assist in the arrangement of an Electric Safety Test and a Portable Appliance Test, the cost incurred, will be payable by the Landlord.

The Fire and Furnishings (Fire) (Safety) Regulations 1988

The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

The Landlord warrants that they are fully aware of the terms and conditions of the above regulations including any subsequent amendments or replacement regulations. The Landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the regulations.

It is your responsibility to ensure that any furniture purchased for the property after the date of this agreement will also comply with these regulations for the duration of the tenancy.

Smoke & Carbon Monoxide Alarm (England) Regulations 2015

It is the Landlord's legal responsibility to ensure the property is equipped with a functioning smoke alarm on each floor of the premises where there is a room used wholly or partly as living accommodation.

The Landlord is advised that there is also a requirement for a carbon monoxide alarm in any room again used wholly or partly as living accommodation that contains a solid fuel burning combustion appliance, and that checks have been made to ensure that every alarm is in proper working order at the commencement of the tenancy.

Mather Marshall can organise checks and or installations on the Landlord's behalf at a cost of £90 (£75+VAT) for fitting one alarm and an additional £24 (£20+VAT) for every unit thereafter, but will not do so without written Landlord instruction and payment in advance.

Legionella Legal Requirements

The Landlord understands that as the person responsible for the water systems within their property they have a legal duty to "ensure that the risk of exposure of tenants to legionella is properly assessed and controlled" (Legionnaires' disease Part 2: The control of legionella bacteria in hot and cold water systems Para 2.138 pg 45 HSG274 Part 2 2014).

Mather Marshall can organise a risk assessment on the Landlords behalf at a cost of £102 (£85+VAT) but will not do so without the Landlords written instruction and advance payment.

The Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 SI 2007/991.

From the 1st October 2008, prospective Tenants of residential properties have to be provided with an Energy Performance Certificate free of charge and at the earliest opportunity, prior to entering into any contract to rent out the property. EPCs must be provided by accredited energy inspectors and will last for 10 years. Details of the regulations can be found in full at www.legislation.gov.uk/uk/si/2007/991/contents/. The requirement is set out in regulation 5. Mather Marshall will arrange for an EPC on your behalf unless provided with a valid copy of one. The cost of this is (£83.33 plus vat, £100 inc VAT payable in advance when you instruct us to commence marketing your property.

Houses in Multiple Occupation

It is the Landlord's responsibility to obtain mandatory licensing where applicable. Where the property is managed, Mather Marshall will assist in the application process but the license must be in the Landlord's name. For more information about HMO legislation visit www.odpm.gov.uk and your Local Authority's website or relevant department.

Indemnity

The Landlord agrees to indemnify Mather Marshall fully and effectively against any costs or liabilities imposed on us which may arise due to the failure of the Landlord to comply fully with the terms of all the above regulations.

Instruction of Third Parties

Where we instruct third parties on your behalf we are acting as your agent and no liability is accepted for any actions or omissions of the third party.

Service of Notices

Mather Marshall will not serve formal or legal notices to terminate any tenancy without the Landlord's instruction to do so. We will charge £60 (£50+VAT) for the preparation and service of any legal notices.

Overseas Landlords

Where a Landlord may be considered non-resident for tax purposes he has to pay United Kingdom Income Tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from HM Revenue & Customs specifically permitting Mather Marshall to pay rental monies to the Landlord without the deduction of tax, Mather Marshall is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury on all monies received and account to HM Revenue & Customs for these monies on a quarterly basis. Landlords are responsible for obtaining their own "Exemption Certificate" and should note that any such certificate received is non-transferable between agents. It should also be noted that no interest is payable to Landlords on tax retentions made by Mather Marshall is required by Law to consider any individual Landlord who we believe or have reason to believe to be living outside the UK as non-resident and make these deductions. Whilst we will endeavour to inform any Landlord of our decision, such a decision must be final and Mather Marshall can accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where a Landlord is collecting rent directly and is non-resident for tax purposes then the Tenant becomes liable for the collection of tax due and Mather Marshall are obliged to advise him/her accordingly.

Exemption Certificate

Overseas Landlords need to complete the form NRL1 or NRL2 and submit it to HMRC. This is an online process; for more information go to www.hmrc.gov.uk/international/nr-Landlords.htm. Please quote Mather Marshall Reference Number NAO32386

Terms & Conditions continued

Income and Expenditure reports and statements

Upon request, Mather Marshall can provide an annual Income and Expenditure report for the tenancy or copies of 12 months' of statements. This service is free of charge for properties managed by Mather Marshall. For non-managed properties, we charge £120 (£100+VAT) for this service.

• Cleaning

The property must be professionally cleaned at the tenancy start. Upon your request, we can arrange for an independent cleaning firm to clean the property, which will be charged to you in accordance with our standard pricing. If the property is not returned in a similar standard Landlords may be able to cover this expense from the Tenant's deposit if a Tenant disputes this requirement.

Deposit

- We will obtain a deposit from the Tenant and hold it as stakeholder, as set out in the tenancy agreement. This means that before any deposit monies can be apportioned after the legal end of the tenancy we require written agreement from both Tenant and Landlord. Failing this it may be possible to refer any dispute for arbitration, or else a court order can be obtained to determine settlement.
- In the case of an Assured Shorthold Tenancy we will register the deposit with The Tenancy Deposit Scheme. Any claim against the tenants deposit should be submitted as soon as is practicable after the tenancy concludes. It is generally accepted that a 10 working day timeframe is reasonable. Beyond this point any undisputed monies should be released back to the Tenant and any amount in dispute sent to The DPS to arbitrate. Mather Marshall will not indemnify the Landlord against any unsuccessful deposit claims whether arbitrated over by The DPS or any other third party. Any challenged outcome would need to be independently appealed through the relevant scheme body.

GENERAL NOTICES

Permissions and Consents. The Landlord warrants that:

- Consent to let from his mortgagees, insurance companies and (where applicable) Superior Landlord has been obtained and that the Tenant will be notified in writing of any conditions of letting imposed by the mortgage lender, insurance company and Superior Landlord, prior to the start of the tenancy.
- He has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

Commission and Interest

Any commission, interest or other income earned by Mather Marshall while carrying out our duties as agent for the letting and/or management of the property will be retained by us. We work hard to drive down pricing and ensure competitive rates, and for clarity operate fixed pricing across a number of trades.

Outstanding Fees

The Landlord agrees that where any of Mather Marshall fees or commission charges remain outstanding for more than 21 days, Mather Marshall may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments on this or any other of your properties on which Mather Marshall is instructed. In these circumstances we will notify you in advance. Where we are not able to do this any outstanding debts will be referred to a debt collection agency and will at this point become subject to additional charges to cover the collection costs incurred. These charges together with all other charges and legal fees incurred will be the responsibility of the Landlord and will be legally enforceable.

Legal Proceedings

Mather Marshall cannot be held responsible for any legal proceedings for the recovery of rent or repossession of the property. We are able to appear before any Court or Tribunal, however this will be by special arrangement and subject to a fee for any such attendance of £250 (+VAT) per day, or part thereof. Mather Marshall will not accept service of legal proceedings on the Landlord's behalf.

Incorrect Information

The Landlord warrants that all the information provided to Mather Marshall is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Mather Marshall which causes us to suffer loss or causes legal proceeding to be taken, the Landlord agrees to reimburse and compensate Mather Marshall for all losses suffered.

Indemnity

The Landlord agrees to indemnify Mather Marshall against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the Landlord's behalf in pursuit of our normal duties.

Amendments/Variations

This contract constitutes the entire agreement between Mather Marshall and the Landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Mather Marshall.

Marketing Instruction

Should you not sign these Terms but instruct us to start marketing and viewing the property with applicants you will be bound by all of its terms.

Complaints Procedure

Should you have any problems with Mather Marshall's service which you are unable to resolve with the negotiator involved or the branch/department manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied you will need to write to the Directors of Mather Marshall. The same limits will apply. Following the investigation a written statement of Mather Marshall's final view will be sent to you; this will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter for review to the Property Ombudsman, of which we are a member (see www.tpos.co.uk).

NOTICE OF RIGHT TO CANCEL

- Where this Agreement is signed away from a Mather Marshall office, you may have a right to cancel this Agreement within 14 days, starting from the day when you sign and return this agreement to us.
- To exercise the right to cancel, you must inform us in writing, either by registered post to Mather Marshall '129 High Street Stevenage Herts', Please state clearly your name and address, and we suggest that you include the following sentence: 'I wish to cancel my Estate Agency contract, signed on [insert date], in relation to the property at address [insert address]'
- Any cancellation notice you send will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent. If you exercise this right, the marketing of your property will be canceled and you will be liable for the reasonable expenses we have incurred.

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England and Wales. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.

PROPERTY MANAGEMENT SERVICE

Our Management Service includes all the provisions and terms of the Lettings Service in addition to those detailed below. Our additional Property Management services are as follows:

Management Inspections

We will undertake to inspect your property twice a year. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden or latent defects. A fee of £120 (£100+VAT) will be charged for any additional visits or inspections requested.

Repairs and Maintenance

- For all managed properties, we will arrange for a gas safety certificate to be obtained from a Gas Safe registered engineer. There is no administration charge for properties managed by Mather Marshall for doing this.
- We will deal with day-to-day management matters including all contact from your Tenant such as telephone calls, emails, faxes and letters.
- In the interest of your property upkeep we will attend to minor repairs and maintenance of the property and its contents that we consider necessary up to a maximum of £500.
- We will contact you for permission to proceed if the cost of the work exceeds this amount (or another amount to be agreed in writing). However, in emergencies and where we consider it necessary, we will act to protect your interests without consultation.
- If requested, we can obtain estimates for your consideration for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of work.
- **Payment of Outgoings**
- If requested and where we hold sufficient funds, we will pay maintenance charges from the rental income, as and when demands are received. We will always act in your best interests and we will question any obvious discrepancies, however we will pay accounts that we believe to be correct.
- If we do not hold sufficient funds we cannot pay any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
- A float of £250 is required at the commencement and during the term of the management, to enable us to meet any expenditure on your behalf.

Transfer of Utilities

- Providing that the Landlord informs us of the names of suppliers and the relevant utility account numbers, and where the Tenancy Agreement states that the Tenant is responsible, Mather Marshall will endeavour to notify existing service providers and the local authority that the Landlord's accounts should be transferred into the Tenant's name.
- Mather Marshall recommends that you also contact the relevant utility service providers and the local authority, as in many cases they will only take instructions from the account holder. Mather Marshall cannot accept liability for any losses suffered by the Landlord as a result of his failure to contact suppliers directly.
- The utility companies and the local authority will send the relevant forms to the new occupier(s) to be completed and signed. It remains the Tenants' responsibility to ensure that a new account is opened in their name and Mather Marshall cannot be held liable if services are disconnected or are not transferred by the utility companies.
- Mather Marshall cannot be held liable should the service companies cut off the supply to the property for any reason.

Keys

In order to be able to manage your property effectively we require a full set of keys. These will be held in our local office under a secure system and made available to our approved suppliers or any other party authorised by you.

Dealing with Third Parties

Where requested Mather Marshall will liaise with the Landlord's accountants, solicitors, managing agents, mortgagees and insurance companies.

Empty Properties

Our Management Service does not include the supervision of empty properties. Once a property is untenanted we cannot pay bills on your behalf or instruct contractors.

Refurbishment Services

We are able to advise on and project manage the redecoration and refurbishment of our clients' properties to maximise their letting potential. A fee of 10% + VAT of the total cost of works is payable for this service.

Insurance

- We are not authorised to advise you on insurance matters and are unable to notify insurers or complete any documentation relating to potential claims on your behalf.
- We will notify you where we believe that damage to your property has resulted from an insured risk and will also obtain estimates for repairing the damage, which can be supplied to the insurers. We can arrange for the repairs to be carried out upon your instruction via our refurbishment service.

Minimum Period of Appointment of the Property Management Service

The minimum period of our appointment to manage the property is three months, thereafter this agreement can be terminated by either party giving one month's written notice. In this event, we will revert to the Lettings Service only.

How personal information about you will be used

The following definitions shall apply to this section of the Agreement:

'Data Protection Laws' means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 and any replacement to it (and, from 25 May 2018, the GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities; and

'GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time.

Where Mather Marshall handles your personal information it will do so in accordance with Data Protection Laws. If you would like more detailed information on how Mather Marshall handles your personal information you can read Mather Marshall's Privacy Notice which can be found at <https://www.mathermarshall.com> a copy of Mather Marshall's Privacy Notice from your local branch.

INITIALS:

Property Management Questionnaire

Utilities

Due to the large number of service providers, it is important for your Tenant to have accurate information to enable them to correctly transfer the utilities into their name. Please therefore complete the information below as comprehensively as possible:

Gas provider:	Account number:
Electricity provider:	Account number:
Council Tax:	Account number:

Keys

From time to time it may be necessary to cut duplicate keys for your property. Please sign below to confirm that you authorise us to obtain keys on your behalf, (if your lock is Banham, please ensure you provide the gold key cutting authorisation card):

Signature(s):

Date:

Leasehold Details

Freeholder:	Contact:
Address:	Tel No:
Fax number:	E-mail:

Managing Agents

Freeholder:	Contact:
Address:	Tel No:
E-mail:	Tel No:

Utilities

Please state the location of each meter and provide any keys needed for access:

Gas meter:	Electricity meter:
Water meter:	Fuse box:

To ensure that we don't incur any unnecessary repair charges on your behalf, please let us know if any of the following are covered by a maintenance contract or guarantee and provide copies of any relevant documentation.

Heating:	Yes / No	Fridge/Freezer:	Yes / No
Washing machine:	Yes / No	Tumble dryer:	Yes / No
Dishwasher:	Yes / No	Oven:	Yes / No
Burglar alarm:	Yes / No		

(Please provide code and operating instructions)