

## Terms of Business (Lettings)

# SPARTAN PROPERTY

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### 1. Marketing Details

The Landlord agrees that the agent can place a 'To Let' board outside the property once instructions to let have been received. This will be replaced by a 'Let By' board when the property has been let. Subject to the Town and County Planning (Control of Advertisements) Regulations 1992.

### 2. Sub-letting

If you are a tenant or lessee you must make certain:

- That the intended unfurnished/furnished letting is permitted by your lease.
- That the intended unfurnished/furnished tenancy is for a period expiring before the termination of your lease.
- That your superior landlord's written permission, if necessary, has been obtained for the sub-letting. If in doubt, refer to the lease or tenancy agreement.

### 3. Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to let the property unfurnished/furnished. Obtain your mortgagee's permission to let (if required) in writing, at the earliest date rather than applying for this when a tenant is found. Most mortgages enable the lender to withhold permission without providing a reason.

### 4. Fees

On finding a tenant who is accepted by you, or whom you have given us or our assignees authority to accept on your behalf, and who completes the Tenancy Agreement, our commission will be charged as indicated in your signed Landlord Agreement. Changes to agreed fees must be entered and initiated by the Landlord and Spartan Property. Our commission is payable at the start of each tenancy and/or the start of the renewed tenancy.



Fees remain due and payable should the landlord dispense with the services of the agent during the tenancy and are subject to VAT at the current rate of 20%.

## **5. Basic Services Applicable to All Landlord Agreements (Let Only)**

- Apply for and obtain relevant personal and financial references in connection with each tenant party. We can give no warranties on the suitability of a prospective tenant.
- Arrange to have future rental debited directly to your account by the tenants.
- Collect one month's rent in advance, together with a damage deposit.

## **6. Additional Services (Full Management)**

- Arrange and coordinate the tenant(s) occupation and vacation of the premises. The check-in and check-out of tenants from the property.
- Conduct property inspections on a six-monthly basis with a minimum of one property visit per tenancy duration whilst the tenant(s) are in occupation. A written report on the condition of the property will be forwarded, listing any problems that have arisen and the action which needs to be taken.
- Arrange for appropriate tradesmen to effect necessary repairs and decoration. We will obtain your approval first except in an emergency.
- Pay current outgoings such as insurance premiums and any service charges and/or maintenance charges using rent received and account to you regularly.
- Management functions do not extend to the supervision of the property when not being let. However, in the normal course of letting, periodic checks may be made to the property by our letting staff. It does not include any period before the property is let.
- Full Property Management Charges will be payable in advance at the agreed rate from the total rent received under the terms of the Agreement, and any extension will be in addition to our letting fee.

## **7. Additional Services**

- Individually tailored management service package designed to meet the landlord's portfolio needs.
- Property renovation advice, guidance, contractors and project management.
- Landlord-dedicated Property Manager to handle Landlord's queries and portfolios.



## 8. Rental Inclusions

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf must be inclusive of all outgoing for which you are responsible (ground rent, service charges, etc) except gas, electricity, telephone service and fuel oil where there is an independent oil fired heating system, the Council Tax and water rates.

## 9. Inventories

Costs included in Full Property Management: Inventories can be prepared by us for an additional fee. We strongly recommend that landlords have an inventory prepared for both furnished and unfurnished premises as it can save costly litigation and disputes at the termination of the tenancy. Under the Damage Protection Service, a landlord will be unlikely to win any compensation claim for any loss or damage to the property if there is no inventory. If you require an inventory the amount agreed is detailed in the signed Landlord Agreement.

We cannot be held responsible for any loss suffered if no inventory has been supplied.

## 10. Initial Monies and Regular Remittance

- Initial payments less any deductions will be debited directly into your nominated bank account within 10 working days of the tenancy start date.
- Where we collect the rent on your behalf we will transfer monies to you on the payment day indicated on your Landlord agreement.
- No rent will be payable to you until we have cleared funds from the tenant.

## 11. Insurance

You must make certain that the property and its contents are adequately and appropriately insured. Please be advised that many policies do not allow cover on unfurnished/furnished lettings. Your policy will be void if your insurers are not aware the property is being let.

## 12. Damage Deposit Information

Scheme Name: Tenancy Deposit Scheme (TDS), Membership Number: 13923165

For Tenancy Agreement Only Services we do not include provisions for the deposit to be held in our scheme. Landlords are required to provide evidence of their scheme and acceptable evidence of inventory check-in and check-out procedures before the commencement of the tenancy.

For Let Only and Full Management Services Spartan Property will hold the deposit by the provisions of the Tenancy Deposit Schemes as set out in the Housing Act 2004. Such deposit shall be the equivalent of one month's rent.

Spartan Property will within fourteen days of the signing of the Tenancy Agreement (or such other period



as shall be prescribed by legislation) subscribe to one of the designated Tenancy Deposit Schemes and within such period shall provide to the Landlord and the Landlord's tenant full details of the scheme including such other information as may be reasonably required.

After the determination of the Tenancy the Landlord shall use his best endeavours to agree with his tenant what deductions should be made from the deposit and will in any event within twenty days of the termination of the Tenancy notify Spartan Property in writing of what sums/issues remain in dispute.

Spartan Property, as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Deposit Protection Service subscribed to who will then determine matters by the provisions of that scheme.

The Landlord agrees to provide such cooperation as is reasonably required to assist in such a referral and the determination of any dispute. This obligation does not in any way limit the Landlord's right to make an application to the County Court where appropriate.

Except with the consent of the Landlord's tenant or where there has been a determination made by the relevant Deposit Protection Service or by a Court of Law, the Landlord accepts that notwithstanding the terms of his Tenancy Agreement, no deductions will be made from the deposit and no interest paid.

### **13. Energy Performance Certificates**

The property must have an EPC (Energy Performance Certificate) within 28 days from the date the marketing of the property commences. Certificates must be issued to new tenants showing the energy rating of a property based upon standard assumptions regarding energy usage and heat loss whilst accounting for variations in build date and property type.

### **14. Section 21 Notices**

Spartan Property will serve a Section 21 Notice to obtain possession of an Assured Shorthold tenancy upon receipt of the Landlord's written instructions. The notice must be served at least two months before the expiry of the fixed term. If the property is managed by us, the service of the Notice is included in our management fee.

### **15. Legal Action**

The Landlord will be responsible for taking any legal action necessary for the recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between the landlord and his/her tenant(s). The Landlord will also be responsible for the payment of all fees and costs relating to such matters.

### **16. Overseas Landlords**

Where the Landlord resides outside the UK or intends to reside outside the UK, we require their HMRC-approved number to approve payment of gross rent. If the Landlord does not provide us with their HMRC-approved number then Spartan Property will deduct tax at the current rate of 20%.



### **17. House of Multiple Occupancy**

The landlord confirms that where a property falls under a licensable House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations.

### **18. Regulations**

The landlord will fully comply with The Furniture & Furnishings (Fire) (Safety) Regulations, Gas Installation (Safety & Uses) Regulations 1996, Electrical Equipment (Safety) Regulations 1994, or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time. We reserve the right to remove any furniture that does not comply.

We reserve the right to postpone the commencement of any tenancy at a property that fails a gas and/or electrical inspection. Where necessary we will make arrangements for our engineer to visit the property and provide a Gas Safety Certificate/Electrical Installation Condition Report, this will be at the Landlord's expense.

### **19. Electric and Gas Safety**

Under The Gas Safety (Installation and Use) Regulations 1998, all gas appliances must be checked by professional tradesmen. The landlord must carry out such tests annually and a copy of the safety record provided to the agent, or they will be carried out by Spartan Property at the landlord's expense before the rental of the property and on an annual basis thereafter, the costs being deductible from the rent.

The Electrical Safety Standards in the Private Rental Sector (England) Regulations 2020 require all properties to have in place a mandatory EICR (Electrical Installation Certificate Report) before the rental of the property and a copy of the report provided to the agent, then on a five yearly basis thereafter. If no report is provided then this will be carried out by Spartan Property at the landlord's expense before the rental of the property and then on a five-yearly basis, the costs being deductible from the rent.

### **20. Repairs**

The Landlord agrees to maintain the property to a good standard of repair throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and conditions of the tenancy agreement.

### **21. Signing the Tenancy Agreement**

As agents of the landlord, Spartan Property can legally bind our principal, that is the Landlord, by signing the tenancy agreement on his behalf. The Landlord allows Spartan Property to instruct a third-party inventory company to prepare and deal with all inventory matters where applicable, and to sign any insurance proposal forms on behalf of the Landlord.



## **22. Terms of Management**

The landlord agrees that they appoint us as their agent in connection with the agent's functions under this agreement and the tenancy agreement to be entered into, and authorise Spartan Property (without any obligation to do so) to enter the premises and take all reasonable steps as their agent.

## **23. Indemnities**

The Landlord undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made against the agency concerning the landlord or landlord's property.

The Landlord undertakes to indemnify the agency within seven days of a demand for payment against all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to you and/or nominated bank of the monthly rent.

## **24. Agency and Landlord Termination**

The Agency reserves the right to give 30 days' notice in writing to the landlord to terminate this agreement, stating the reason for doing so. Should the Landlord wish to terminate the Management of the property mid-tenancy, we require 3 months' written notice in line with the rent date. This will also incur a fee of £200 + VAT which will be deducted from the monthly rental income.

## **25. Governing Law**

This agreement shall be governed by the prevailing laws for England and Wales and any legal proceedings arising from the terms set out herein shall be conducted within that jurisdiction. The Landlord is also advised and acknowledges that from time to time under various statutes and regulations the agent may be obliged to advise certain parties of their forwarding address.

## **26. Money Laundering**

The Money Laundering Regulations 2003 require us to verify the identity of the Client(s) through the sight of legally recognised photographic identification (passport, photographic driving license) and documentary proof of address (utility bill, council tax demand or bank statement).

## **27. The Property Ombudsman (TPO)**

If you have a complaint in respect of the performance of our services under this contract, without prejudice to any other remedy available under the contract, you shall be entitled to have access to our complaints handling procedure, written copies of which are available upon request. If we are unable to resolve your complaint The Property Ombudsman (TPO) can be contacted at, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP.



## 28. Consumer Contract Regulations (CCR)

You have the right to cancel this contract within 14 days. The cancellation period will expire after 14 days from the date this contract was agreed. If you wish to cancel this contract you must do so in writing or by email.

If you cancel this contract after requesting immediate marketing and you do exercise your right to cancel, you will be required to make payment in proportion to the services already performed. Where we introduce or have negotiations with the ultimate tenant of the property before you cancel the contract, this will be deemed as fully performed and the agreed fee of £200 + VAT would be due even though cancellation took place.

## 29. Declaration

By signing this document you agree to the following:

- I/we confirm that I/we are the sole/joint owners of the property.
- I/we being the sole/joint owners of the above property authorise Spartan Property to sign the tenancy agreement on my/our behalf.
- I/we the landlord(s) or authorised representative(s) warrant that I/we have the title and power to enter into a tenancy agreement and that all necessary licences and consents (if any) have been obtained and copies will be passed to Spartan Property before a tenancy agreement is agreed.
- I/we hereby authorise Spartan Property to act on my/our behalf in the letting of the property, during the letting period and to sign any tenancy agreements where required.
- I/we understand that the fees must be paid directly by me/us to Spartan Property or will be deducted by Spartan Property from the rental income due to me/us.

**The signing of this agreement represents the authorisation granted to Spartan Property for the purpose of marketing and facilitating the letting and/or management of the property on my/our behalf, in my/our capacity as the lawful proprietor(s).**

X \_\_\_\_\_



# Signature Certificate

Document name: Terms of Business (Lettings)

🔒 Unique Document ID: 2704EFA549D19E1308DFC43D3C8BDAF37F982E53

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

27 July 2023 12:01 AM BST

## Audit

Terms of Business (Lettings) Uploaded by Martin Bowman (Spartan Property) - admin@spartanproperty.co.uk IP 82.7.221.209



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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