

The Landlord confirms:-

In order for the agent to manage the Property the Landlord must obtain permission to let from the Building Society or Mortgagee.

The Landlord must inform his insurance company of his/her intention to let the property as failure to do so may under certain circumstances lead to exclusion of cover.

The Landlord has to provide clear and correct information regarding the owners or the joint owners of the Property to the Agent

The Landlord must provide the Agent with bank details so that the Agent can transfer monies owed to the Landlord. Monies can only be transferred from The Agent to The Landlord by electronic bank transfer.

The landlord agrees to provide two sets of keys to the Property prior to the commencement date of the tenancy agreement. If a second set of keys is not provided, the agent will automatically obtain a spare set and the charge will be £20.00 plus vat, plus the cost of the keys.

The Landlord will keep in good repair the structure and exterior of the premises and also keep in good repair all installations for the supply of water, gas, sanitation and electricity.

The Agent cannot state that any tenant introduced will never damage the property or its contents. However, the Agent will make every endeavour to safeguard the Landlords interest by taking references, collecting a bond and checking the Inventory of the Property before returning the bond at the end of the Tenancy. The Landlord should be aware that it is impossible to avoid normal fair wear and tear on property and contents. It is unrealistic to expect any tenant no matter how responsible to treat a let property as they would their own. A Landlord should not leave valuable items in the property.

The Agent will not be responsible for damage to any Property before the Property is tenanted or after the termination of a tenancy (e.g. pipe burst, vandalism etc) The Landlord should ensure that he is adequately insured for such perils. The landlord should ensure there is adequate public liability insurance relating to the Property.

Landlords have the responsibility to ensure that a tenanted property has an electrical installation that is safe to use by its tenants. There is a legal requirement on all landlords to have an electrical installation condition report in place and have the electric installations inspected at least every five years. Landlords must be able to provide this to the tenant, managing agent or local authority within 30 days should one be requested.

The Landlord permits The Agent to complete an Electrical Inspection & Condition Report where required at a cost of £240.00 including VAT per report.

Most of the legislation described above refer to the 'Supplier' providing 'Safe' appliances, products and installations. The courts have already defined a landlord as a 'Supplier' under the terms of the acts and the only way he can be sure the items he supplies are safe, is to have them inspected at least before each tenancy and preferably once a year (to meet the standards of the Gas Safety Regulations, which are now a benchmark). The Landlord permits The Agent to complete an annual Gas Safety Inspection where required at a cost of £90.00 including VAT.

In case of tenants who are claiming Housing Benefit-in certain circumstances monies are paid direct to The Agent. All reasonable precautions will be taken to prevent fraudulent claims being made by tenants. However, if a tenant does make a fraudulent claim, Housing Benefit are entitled to reclaim any overpayment made, and as your managing agent Tiger Sales & Lettings require you to reimburse any such claim made against ourselves.

At least one smoke detector must be installed in the property on each floor where there is living accommodation and a carbon monoxide alarm in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers), such as a gas fire or boiler.

The Agent will not be liable for any rent or other liabilities payable by the Tenant or for any outgoings payable by the agent on behalf of the Landlord as instructed.

The Agent shall in no way either directly or indirectly be liable for any deficiency loss or damage to the premises, the fixtures and fittings or contents however caused, whether included in the Inventory or not.

In the event of a party introduced by The Agent subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission will be payable to us on completion of the sale at the rate of 1.8% including vat.

The Agent will provide regular rent statements to the Landlord and rental monies will be processed and transferred to the Landlord as soon as administratively possible.

Terms & Conditions

NAEA PROPERTYMARK

Tiger Property Estates & Management are, voluntary members of Propertymark and subscribe to their code of practice, have professional indemnity insurance up to £500,000 and also, offer client money protection a copy of the certificate can be issued if requested by the Landlord. You accept responsibility to pay the fees and any other costs or charges agreed by yourself and us. You are hereby confirming to us that you are the sole and/or legal owner with someone else and by signing this agreement, you are telling us that you are agreeing to our terms and conditions on behalf of all owners of the property including on behalf of someone else, jointly and severally, liable for our fees and any other costs / charges agreed and incurred by us on your behalf.

PROPERTY OMBUDSMAN SCHEME

We are members of The Property Ombudsman Scheme and follow their code of practice which is available at: www.tpos.co.uk

Should you have any problems with The Agent'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 should write to the Managing Director of Tiger Sales & Lettings. The same time limits will apply. Following the Senior Directors investigation, a written statement expressing Tiger Sales & Lettings final view point will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman within six months for a review.

PEP POLITICALLY EXPOSED PERSON

Domestic or foreign PEP's are individuals who are or have been entrusted with prominent public functions, for example Heads of State or of Government, senior politicians, senior Government, judicial or military officials, senior executives of state owned corporations, important political party officials. A family member or close associate of any of the above. In signing this agreement you acknowledge that you must inform us if you are such a person.

CONNECTED PERSONS & PERSONAL INTERESTS

The law requires that we declare to prospective tenants if you are related or connected in business to any member of staff employed by the Agent or any associated company. If you are such a person you must declare it to us. Are you aware of any connection or interest? Yes / No

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SOLE LETTINGS RIGHTS

Sole Lettings Rights means you will be liable to pay remuneration to the Agent in addition to any other costs or charges agreed, in each of the following circumstances: -

a) If you agree to enter into a tenancy agreement for the letting of the property in the period during which we have Sole Lettings Rights, even if the tenant was not found by us but by another agent or by any other person, including yourself;

b) If a tenancy agreement commences for the letting of the property for a period of six months after expiry of the period in which we have Sole Letting Rights but to an applicant who was introduced to you during the period or with whom we had negotiations about the property during that period.

Joint Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed, if terms of a tenancy agreement are agreed for the letting of the Property with a tenant introduced and or a tenancy arranged by us or by the Joint Agent during the period of our Joint Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period. Multi Agency means that whilst you may choose to market your property with another agent at the same time as us, you will be liable to pay remuneration to us in addition to any other cost or charges agreed, if terms of a tenancy agreement are agreed for the letting of the Property with a tenant introduced and or a tenancy arranged by us during the period of our Agency or with whom we had negotiations about the Property during that period.

READY, WILLING & ABLE TENANT

A Tenant is ready, willing & able if he/she or they are prepared and is able to enter into a tenancy agreement and have passed all reference checks, right to rent checks, credit checks and paid the Holding Deposit for the Property. They are considered able if the agent is in receipt of proof that they can afford the asking rent.

You will be liable to pay the entire agency fee set out in the Fee Schedule including the fee equal to six months management fees and letting fees that you have instructed The Agent, in addition to any other costs or charges agreed if such a Tenant is introduced by the agent in accordance with your instructions and this must be paid even if you subsequently withdraw from the Letting and a tenancy agreement does not commence, or you decide not to proceed with the offer to rent from a proceedable Tenant, irrespective of your reasons.

DOUBLE COMMISSION WARNING

If the client has instructed another agency on a sole agency/joint agency or sole letting rights basis, the client must check, whether by instructing Tiger Sales & Lettings as well, the client will be liable to pay both agents fees.



PAYMENT

The Landlord/s shall be liable to pay the Agent's fees set out in the Fee Schedule.

Except where otherwise stated, our fees and any other charges which we may make are inclusive of VAT at the appropriate rate.

The Landlord shall be liable to pay the Agent's fees in respect of the entire tenancy period during which the Tenant introduced by the Agent is in occupation of the Property or any other premises owned by the Landlord. Fees are payable upon receipt of rental monies from the Tenant out of such monies received. Any outstanding balance on fees not covered by such monies shall be invoiced by the Agent to the Landlord and payable within seven days of invoice date.

The Agent reserves the right to charge for additional or special services which are required by a Landlord which fall outside of the normal service levels agreed. These may include special appointments outside normal office hours, unoccupied supervisory visits, property sourcing, sourcing specialist consultancy services or quotes/reports and are charged at the discretion of the Agent at a rate of £75.00 per hour.

Additional visits to the property by the Agent, upon instruction from the Landlord, will be charged at £50.00. The Agent reserves the right to charge an appropriate additional amount for the inventory of excessively furnished and equipped properties.

The Agent reserves the right to charge at a rate of £75.00 per hour for other services including the re-direction of post, overseas telephone calls and faxes, the supervision of any major building or decorative works, processing insurance claims and management services agreed with the Landlord when the Property is unoccupied.

All monies received in respect of both the Deposit and rent from the Tenant on behalf of the Landlord will be registered with The Deposit Protection Service (DPS) and held in their client account.

Where terms have been agreed by the Agent between the Landlord and a prospective tenant for the letting of the property and the Landlord does not proceed with completing the tenancy to a ready willing and able tenant, The Landlord shall be liable for the payment of the agreed Agency fee equal to six months management fees, letting fees and any reimbursements due to the tenant.

HOLDING DEPOSIT

The Tenant Fee Act 2019 does not allow for prohibited payments to be charged to a tenant. However, when a tenant is interested in renting a property they can pay a holding deposit equal to one weeks rent to reserve a property and allow for pre tenancy checks to be completed. Once a holding deposit has been paid by a prospective tenant the Landlord must either accept or decline the offer to rent within 15 days. If the offer to rent is accepted, the Agent will retain the holding deposit to cover the costs associated with the Tenant Fee Act and the Landlord will offset this payment against the first weeks rent due at the commencement of the tenancy. If an offer to rent is unreasonably declined to a ready, willing and able tenant the Landlord will be liable to pay the entire agency fee set out in the Fee Schedule including the fee equal to six months management fees and letting fees that you have instructed The Agent.

DEPOSITS

Where we are instructed by you to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy. It will be registered, with the Deposit Protection Service (DPS) the Agent will notify the Tenant of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension to the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection Certificate plus the Prescribed Information including the scheme information booklet. Landlord Registering Deposit - As the Landlord, you agree to take full responsibility and will incur the costs for the registering of the tenants' deposits with a recognised deposit scheme. Where a landlord intends to hold the deposit at the commencement of a tenancy or at some point during a tenancy, we will require the consent of all Tenants to enable us to transfer the deposit to the Landlord, in addition to evidence provided by the Landlord that the deposit has been secured.

DPS disputes - Where there is a dispute at the end of the tenancy concerning the disbursement of the deposit, the Landlord or Tenant may raise a dispute with the DPS within 3 months of the end of the tenancy. If the Landlord instructs us to raise a dispute or respond to a DPS dispute on their behalf, the Agent can do so and on the successful refund of a deposit the Landlord will be liable to pay the Agent a fee of £36.00 to cover the agents administration costs. Where both the rental management and property management service are not being provided a fee of £150.00 incl VAT will apply for providing this service. This service is not offered to landlords using our tenant find only service.

HMRC

In order to comply with the Taxes Management Act 1970 and Finance Acts 1994-95 the Landlord undertakes to notify HMRC of the Tenancy. The Landlord accepts that:- The Agent is legally obliged to supply HMRC, on request, with the details of rent and other payments arising from the Property and that where the Landlord resides abroad, HMRC will hold the Agent responsible for the payment of any tax liability which arises on rents collected by the Agent on the Landlord's behalf, unless an exemption certificate is provided by the HMRC in accordance with the Finance Act 1995.

Where no certificate has been provided, the Agent is legally bound to deduct tax at the appropriate rate from rent collected on the Landlord's behalf and hold the amount so deducted to the Landlord's credit until the taxation liability has been agreed.

The Landlord indemnifies the Agent against all payment of tax, interest thereon or penalties levied on or made by the Agent and the costs of dealing with any case issued by HMRC. The Landlord agrees to pay the Agent any shortfall of such monies together with interest at 3% above Lloyds Bank base lending rate in force on a daily basis from the due date of payment by the Agent until reimbursement is fully made.

TERMINATION OF AGENCY OR CHANGE OF MANAGEMENT PACKAGE

This agreement cannot be terminated by either party once the Agent is in receipt of an application to rent or offer to rent the property.

Either party, can terminate this agreement, by giving 30 days' notice to the other in writing, either by post or email. Verbal termination will not be accepted. The 30 days' notice may only be given to terminate this agreement before the Agent is in receipt of an application to rent or offer to rent the property and if an application or offer to rent the property is received by the Agent and accepted by the Landlord during the notice period, the notice to terminate will be void.

Should you decide to instruct additional agents to act in the letting without dis-instructing Tiger Property Estate & Management Ltd in writing, the fee, should you enter into a tenancy agreement, will remain as previously accepted within this agreement and would be payable regardless of which company is the successful selling agent. You would also be liable to pay a withdrawal fee of £360.00 and the liability would arise as soon as an additional agent starts marketing the property.

The Landlord cannot unreasonably decline an application to rent or offer to rent from a ready, willing and able tenant. Once the property is occupied by a tenant and the Agent is managing the property, six months notice in writing must be provided by the Landlord to the Agent or vice-versa any time after the end date of the assured shorthold tenancy agreement.

If the Landlord wishes to change management packages, three months' notice in writing must be provided by the Landlord to the Agent any time after the end date of the assured shorthold tenancy agreement. If the Landlord wishes to withdraw the property before the expiry of six months' notice or does not provide the required notice then a fee equal to 6 months fees become payable plus the letting fee and holding deposit would be payable to the Agent. If the agreement between the Landlord and the Agent is terminated, the Landlord and/or the Landlords new agent are responsible for ensuring the tenant has up to date account payment details and contact information. If the tenant pays rent to the Agent's client account, the Agent will process and transfer the monies to the clients designated account and deduct 12% including VAT of the money received.

Assured Shorthold Tenancy Agreement

The Agent will prepare a six month assured shorthold tenancy agreement on behalf of the Landlord.

At the end of the term of an assured shorthold tenancy agreement, the Agent and Landlord agree for the tenancy agreement to become a periodic statutory tenancy agreement unless the Landlord requests the Agent to prepare a new assured shorthold tenancy agreement at a cost of £150.00 including VAT.

MARKETING BOARD / TO LET BOARD

Planning regulations permit the display of one advertisement, consisting of a single board or two boards joined back to back. You confirm that no other board other than ours will be installed, unless back to back as described. The legal responsibility that only one board is installed lies with both the property owner and the agency. It is important that you understand that the client is not entitled to make a claim if there is any damage to the property due to the installation of a marketing board/to let board. We will always install a marketing board/to let board unless otherwise instructed.

In the event that you have not instructed the agency that you do not require a marketing board/to let board and our board contractor is unable to install the marketing board/to let board you will be liable to pay our costs of £60.00 to cover the refusal of installing the board.

PROPERTY DESCRIPTION

Both the client and Agency have a duty to ensure that any information provided about the property is accurate and not misleading. No information may be omitted which may impact on a prospective tenants transactional decision. You will be asked to complete a property questionnaire and provide us with relevant information about your property both prior and during marketing.

The Client shall be responsible for approving the contents wording and style of all marketing material relating to the Property and will advise us without delay in writing if any aspect of the marketing material is or becomes false, inaccurate or misleading.

You must also confirm any information provided by you is true and be able to supply documentary evidence to substantiate any claims made. We reserve the right to start marketing with draft particulars.

ENERGY PERFORMANCE CERTIFICATES (EPC)

An EPC is required by law when a building is built, sold or put up for rent. It is valid for ten years. The Landlord and a person acting on behalf of the Landlord must use all reasonable efforts to ensure that an EPC is obtained before commencing any marketing. The Landlord permits the agent to complete an Energy Performance Inspection where required at a cost of £72.00 including VAT. The Agent is unable to market or execute a tenancy if the property does not meet the domestic minimum energy efficiency standard.

ACCESS TO PREMISES

If we hold a key to the property we will accompany any viewings, unless otherwise agreed. If we arrange for someone to view an unoccupied property, we will agree the arrangements with you beforehand. It is our usual practice to release the keys to the professionals who require access such as surveyors and contractors completing legally compliant inspections prior to the tenancy commencement such as, Inventory Clerks, Electricians, Gas Engineers and trades people. In order to avoid delaying the commencement of a tenancy agreement, once we have established their identity, they will be permitted unaccompanied access. Please advise us if this is NOT acceptable. We will continue to seek the clients permission to allow unaccompanied visits by any other third parties such as trades people or representatives of any utility companies.



PERIODIC PROPERTY VISITS

Legally when you grant a tenancy, you give the tenant exclusive possession (the right to exclude the world), they may exercise this right and refuse access in some circumstances. Therefore, accessing the property is not always possible. Entry without the tenant's permission unless we have the right to do so is trespass, and the tenant could take action to claim damages or an injunction to prevent entry by the landlord/the agent. Similarly, repeated attempts to access the property without permission could be considered harassment. The Agent will ensure that a clause is included in the Assured Shorthold Tenancy Agreement that allows access to the property for inspection purposes by providing a minimum of 24 hours notice. However, where we do not have an implied right to access the property we will not access the property without the tenants permission except for in emergency situations such as gas leak, water leak or where there is danger to the structure of the building. We will make reasonable attempts to visit the Property twice a year and will as soon as administratively possible report to you after each visit. Any visit would be of a cursory nature and would take into account only apparent or obvious defects.

Any report produced following a visit described above is not intended to be a structural or any other type of survey. Any written report supplied to you should not be regarded as a guarantee or warranty as to the state or condition of the Property. While we will endeavour to ensure the accuracy of any such report, we cannot accept liability for any omission or the accuracy or otherwise of any statement contained in such a report.

GENERAL DATA PROTECTION

In signing this agreement you give consent for the Agency to process your personal data noted on this agreement and transmitted to you in future messages for the purpose of marketing the property. You authorise us to communicate your personal data to third parties who are a necessary adjunct to the marketing process, such as but not limited to; signboard contractors, solicitors, financial service providers and property portals. You may withdraw consent at any time and once our business relationship is at an end you may request we delete it. We are registered with The Information Commissioner's office under the Data Protection Act 1998, reference number: Z17333X

DISCRIMINATION

We will not discriminate, or threaten to discriminate against any prospective tenant for any reason.

OFFERS

The Agency will promptly put forward details in writing by email and verbally of all offers received from potential tenants up until we have completed all right to rent checks, I.D checks, reference checks and I.D checks. A computerised record of all offers will be kept, this record will be available to the client upon request and must be treated with the utmost confidence, security and destroyed after use in considering the offer to rent.

In turn, the client must promptly inform the agency of all enquiries or discussions which the client may have with any prospective tenant introduced during the agency period that are not made with the knowledge of the agency.

FEE ENTITLEMENT

The fee will also, be earned by the agency if we introduce, directly or indirectly a person who contracts to rent the property during the period of the agreement. We have a specific entitlement to a fee if: The property is let to a family member; One of the owners rents the property (e.g. as part of a separation agreement); If the client withdraws for any reason after an application to rent or offer to rent is received and the tenant is a ready, willing & able tenant; If the Landlord withdraws the property for any reason after receipt of an application to rent or offer to rent; If a tenant first introduced by the agent during this agreement goes on to rent the property within 6 months of the date this agreement ended.

COPYRIGHT

We retain the copyright to all advertising/marketing material used to market the property and reserve the right to use it to marketing initiatives following completion. In the instance that our advertising/marketing material is used by a third party we reserve the right to charge the client £360.00

Property Misdescriptions Act 1991

The client shall be responsible for approving the contents wording and style of all marketing material relating to the property and will advise us without delay in writing if any aspect of the marketing material is or becomes false, inaccurate or misleading.

INDEMNITY

The Client shall indemnify us and keep us indemnified from and against all and any liability, losses, damages, penalties, fines, costs and expenses (including legal costs and expenses) suffered or incurred by us arising out of or by virtue of:

(a) The breach by the client of any of its obligations under these Terms:

Or (b) Any allegation that any statement made by us relating to the Property is false or misleading contrary to the provision of the Property Misdescriptions Act 1991 and any Regulations made pursuant thereto (including any modification or amendments thereto) where such statement was either approved by the Client or the information contained in such statement was provided by the Client.

TRANSFER

You agree and acknowledge that we may transfer or delegate all or any part of our rights, obligations or liabilities under this Agreement by assignment, or other legal means. You hereby consent to our assigning our rights in this manner and you hereby waive any requirement for the need for prior notice of such assignment.

The Landlord shall not be entitled to assign this Agreement without prior authorisation by the Agent.

COMPLAINTS PROCEDURE

Should you have any problems with The Agent'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 should write to the Managing Director of Tiger Sales & Lettings. The same time limits will apply. Following the Senior Directors investigation, a written statement expressing Tiger Sales & Lettings final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman within six months for a review.

Law

Under the Money Laundering Regulations we are required by law to request proof of identity for all clients. Therefore, we hereby request that the client, on signing these terms of engagement, to provide us with satisfactory evidence of their identification. If you are unsure of what kind of evidence is required then please contact us directly. These Terms are subject to English law and shall be interpreted in accordance therewith.

REPOSSESSION OF THE PROPERTY

Unless the Landlord specifies that the property is required back on a certain date the Agent will continue letting and re-letting the Property until they are advised otherwise by the Landlord. Once a tenancy agreement has been granted, the tenant has the right to remain in the Property until the end of the lease term.

The housing act 1996 provides that where a tenant is on a Shorthold Tenancy, the Landlord is entitled to possession of the Property at the termination of the tenancy agreement term. Should the tenant refuse to vacate the Landlord must seek a court order for possession. The Agent will not be responsible for any Solicitors fees or court costs but will assist the Landlord and his Solicitor with any claim.

MAINTENANCE OF THE PROPERTY PENDING LET

We do not accept any liability or responsibility whatsoever for the maintenance or repair of the Property at any time, including the time during which a Let is pending.

It is your responsibility as the Landlord to maintain the Property and take appropriate measures to prevent it from being subject to damage before transfer to the Tenant. If we are the sole key holder for the property pending the let, we do not accept any liability or responsibility regarding providing access to the Property. It is strongly advised that you have a second key cut so that the Property can be accessed out of office hours. Under no circumstances do we accept

responsibility for the condition of the Property or take responsibility for responding to issues at the property or providing emergency access to the property. We are not liable to you for any damage to the property during the time in which access was not possible because we were the sole key holder.