

TERMS OF BUSINESS

This document sets out the terms of the Agreement between Patrick Gardner & Company Lettings Limited (PGCLL) and "you", the Landlord in relation to the letting of the property/ properties specified within this Agreement.

These Terms of Business should be read in conjunction with our Landlord Guide and Landlord's Fee Schedule, together "the Terms". By signing these Terms you acknowledge receipt of our Landlord Guide and our Landlord's Fee Schedule. You also accept that these documents may be subject to change over time as we keep you up to date with the latest changes in legislation. The documents can be accessed on our website at www.patrickgardner.com/landlord-services and further hard copies are available on request.

We are required to comply with Consumer Protection guidelines relating to the marketing of the Property. You agree to provide PGCLL with all "Material information" as requested. Under the Regulations we are required to inform tenants of any information if it affects, or is likely to affect, consumers' ability to make an informed decision.

In return for our services as set out in the Terms, you will pay the fees based on the agreed rates set out in our Terms of Business and Fee Schedule. All fees for Letting and Management (and all subsequent renewals) are payable for the length of time that the tenant introduced by PGCLL continues to occupy the property. A sale of the property to a tenant introduced by PGCLL will incur a fee of 1.8% inc vat

The Terms are agreed on the basis we are appointed as your sole letting agent. Our sole agency period is 6 weeks from the date of you signing these Terms of Business. Any let to any tenant introduced to the Property by PGCLL during this sole agency period will be liable for our fees. If, during the sole agency period other agents are instructed to market the Property the commission rate will increase by 1% including vat.

If you wish to discuss our Terms we are always happy to offer clarification where needed.

PROPERTY ADDRESS:

| | |
|--|-----------|
| | |
| | |
| | Postcode: |

LANDLORD DETAILS

Full names of **all** owners must be supplied according to the Land Registry records. If the property is owned in the name of a corporation, the company's full name and registered office must appear on this form which must then be signed by an authorised signatory (with evidence of the same provided). Please use a continuation sheet for any additional Landlords. If you are acting as Power of Attorney (POA) please complete owners name as Landlord 1 and POA as Landlord 2.

| | Landlord 1 | Landlord 2/POA |
|-------------------------------|---|---|
| Title | | |
| First name/s | | |
| Middle name/s | | |
| Surname | | |
| Correspondence address | | |
| Postcode | | |
| Home telephone | | |
| Work telephone | | |
| Email address | | |
| UK Resident Landlord | YES/NO (delete as applicable) If no please provide a non-resident landlord exemption form | YES/NO (delete as applicable) If no please provide a non-resident landlord exemption form |

BANK DETAILS FOR PAYMENT OF RENT

| | | | |
|-----------------|--|-----------|--|
| Name of Bank | | | |
| Address of Bank | | | |
| Account Name | | | |
| Account Number | | Sort Code | |

I/We agree and confirm our instructions as follows:

PGCLL let my/our property under their Terms for the following service(s): (please tick as appropriate)

Let and Rent demand Fee 12% (10% +vat)

Fully Managed Property Management service Fee 18% (15% +vat)

Please see our Landlord Guide for further details of each service. All fees are calculated on all rent due from the tenants for the agreed contractual period and any subsequent extensions.

APPROVAL TO LET

- I/We declare that I am/we are sole/joint owner(s) of all the freehold/leasehold [delete as applicable] property as printed on page 1 and that I/we have obtained all necessary consents to enable me/us to enter into an agreement to let the Property (including superior lessors, mortgagees or others). []
- I/We declare that I/we have been granted Power of Attorney to act on behalf of the legal property owner and will provide certified copies of the documents. []

PROPERTY SAFETY

INSURANCE

I/We declare the property is insured to include Public Liability cover. []

FURNISHINGS

- I/We warrant all the furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 []

GAS SAFETY

As per the Gas Safety (Installation and Use) Regulations 1994 (as amended) it is a legal requirement that all properties have a valid Gas Safety Certificate.

- I/We confirm that the property does not have a gas supply []
- Please arrange for a Gas Safety Certificate on my/our behalf []
- I/We will provide PGCLL and the tenants with a valid Gas Safety Certificate at least 48 hours prior to the tenants taking occupation []

ELECTRICAL SAFETY

Properties are required to be electrically safe according to Electrical Equipment (Safety) Regulations 1994. As from the 1st July 2020 all properties are required to have an EICR fixed wiring test every five years.

- Please arrange a 5 year electrical fixed wiring inspection at my/our expense []
- I/We will arrange to provide a copy of the 5 year fixed wiring certificate prior to the tenants taking occupation []

PORTABLE APPLIANCES

- I/We confirm that the portable appliances are safe and accept full responsibility for ensuring that they are safe
- Please arrange for a portable appliance check to be carried out at my/our expense
- I/We will arrange a portable appliance check and provide PGCLL and the Tenant with a copy prior to occupation

WATER HYGIENE

It is a requirement for all properties to undertake a legionella risk assessment.

- Please arrange for a legionella risk assessment to be carried out on my/our behalf at my/our expense
- I/We certify that there is no legionella present in the water supply or plumbing system
- I/We will arrange for a legionella risk assessment to be carried out

SMOKE ALARMS

It is a legal requirement under The Smoke and Carbon Monoxide Alarm (England) Regulations that a smoke alarm is present on each floor, including entrance halls.

- I/We confirm that there is a smoke alarm present on each floor of the property and that they will be checked on the first day of the tenancy
- Please arrange for smoke alarms to be fitted and tested as required at my/our expense

CARBON MONOXIDE DETECTORS

- I/We confirm that there is a carbon monoxide detector fitted in all rooms containing a solid fuel appliance, open fire or gas appliance and that these are in full working order
- Please arrange to have carbon monoxide detectors fitted as necessary at my/our expense

COUNCIL TAX AND UTILITIES

You permit us to pass your name, contact details and, if required, a copy of the tenancy agreement to the relevant parties for the purposes of registering the landlord with the suppliers of utilities at the property.

ENERGY PERFORMANCE CERTIFICATE (EPC)

- I/We have a valid EPC and confirm that I/we will provide a copy prior to marketing
- Please arrange for an EPC to be completed by a qualified assessors at my/our expense
- I/We confirm that an EPC is not required for marketing under current EPC Legislation

INDEPENDENT INVENTORY

We recommend that an independent inventory is carried out before all tenancies to document the condition of the property. Please note a professional inventory is compulsory for any Fully Managed properties

- Please arrange for a Professional inventory and check-in/out to be carried out at my/our expense []
- I/we do not wish for a Professional inventory to be completed and understand that this will affect any future deposit claims and may not be acceptable to some tenants []
- I/We will provide a professionally produced inventory at the start of the tenancy and will take full responsibility for its accuracy and the check in arrangements []

SOLE AGENCY

The Landlord agrees to appoint Patrick Gardner as Sole agents for the property for a period of 6 weeks from the date of our instruction, and thereafter until terminated by either party giving 2 weeks' written notice. []

While we are sole agent of the property, the Landlord will be liable to pay remuneration to us, in addition to any other costs/charges agreed in advance, if at any time unconditional contracts for the letting of the property are executed:

- With a Tenant introduced by us during the period of sole agency
- With a Tenant with whom we have held negotiations during the period of sole agency;
- With a Tenant introduced by another agent during the period of sole agency.

SIGNED BY THE LANDLORD(S)/POA

| | | |
|------------|---------|-------|
| Full name: | Signed: | Date: |
| Full name: | Signed: | Date: |
| Full name: | Signed: | Date: |

LANDLORD AND PROPERTY INFORMATION

Please complete and return to PGCLL.

| | |
|--|---|
| Address of Rental property | |
| Post code | |
| Telephone number (if applicable) | |
| Tenure If the property is Leasehold please provide details of your block managing agent | Freehold/Leasehold |
| Furnishing | Furnished/unfurnished/Part furnished |
| Gate/Door codes (if applicable) | |
| Garage – If in a block please give details | Yes/No Number..... |
| Parking Please give details of location/number if necessary | Yes/No |
| Please confirm which boundaries are your responsibility (fences/walls etc) | |
| Is a gardener to be included in the rental? If yes please confirm contact details of the gardener/frequency of visits | Yes/No |
| Prior to this tenancy has a pet (cat or dog) lived at the property If yes, it is recommended that a de-infestation product is used within the professional carpet clean Would you consider pets Dogs Cats | Yes / No Yes / No Yes / No Yes / No |
| Does the property have a satellite dish | Yes/No If no can the tenants have this installed at their own cost? Yes/No |
| Does the property have broadband/cable Who is the current broadband/cable provider | Yes/No If no can the tenants have this installed at their own cost? Yes/No |
| Does the property have a burglar alarm Please provide make and model number: | Yes/No Code # |

| | |
|--|---|
| Location of Alarm | |
| Date of last service and details of Engineer | / / |
| Is there a monitoring service? | Yes/No Payment made by LL / TT |
| Is the property on mains drainage? | Yes/No If no please provide details of septic tank |
| Local Authority name and Council Tax Band | |
| Please confirm that you have a Postal redirection set up with Royal Mail | |

Utilities

| | Name of provider | Location of meter |
|--------------------|------------------|-------------------|
| Gas | | |
| Electricity | | |
| WATER METER? Y / N | | |
| Oil | | |

Please note that if your property is oil powered we will require details of the tank location and details of your usual supplier. The tank level will be noted on the inventory at check-in. Best practice would be to leave tenants with a full tank

If you have a service contract with British Gas or any other energy suppliers it is important that you notify them in writing to give authority to Patrick Gardner and Co to deal with any correspondence, particularly the landlord's gas safety certificate.

| | |
|-----------------------------|--|
| Location of mains stop cock | |
| Location of consumer unit | |

Boiler

We strongly advise that you have a boiler service carried out annually. Please complete the following details

| | |
|-----------------------------------|---|
| Make of boiler | |
| Type of boiler (gas/electric/oil) | |
| Location of boiler | |
| Date of last service | |
| Service contract in place | Yes/no If yes please provide details |

Professional Clean

We recommend that a professional clean of the property is carried out by professional pre tenancy cleaners prior to the tenancy. This will ensure that there is no confusion as to the standard of clean required upon the termination of the tenancy and the tenant will be responsible for handing the property back in the same condition.

| | |
|---|-------------|
| | Please tick |
| Please arrange for a professional cleaner to clean the property prior to the tenant occupying the property We will require a de-infestation (pet) clean yes <input type="checkbox"/> No <input type="checkbox"/> | |

Storage and loft space

| | |
|---|--|
| Please confirm that all storage space including lofts etc. are empty of personal belongings | |
|---|--|

Gutters

We recommend that all gutters are cleared prior to the tenancy. This will ensure there is no confusion at the end of the tenancy when the Tenants are expected to hand back the property back with like-for-like cleared gutters.

Please confirm all gutters have been cleared prior to the tenancy start date Yes No

Preferred Contractors

If you have contractors that you wish us to use during the tenancy period please complete their details below:

| Name | Phone number | Email | Profession |
|------|--------------|-------|------------|
| | | | |
| | | | |
| | | | |

Gas Fire

| Location | Working Order/Capped | Last Service Date |
|----------|----------------------|-------------------|
| | | |

Wood Burning Stove

| Location | Date Flue Last Swept |
|----------|----------------------|
| | |

Appliances

Please complete with as much information as possible which will greatly assist us in the management of your property

| Appliance | Make/ model number | Guarantee? |
|-----------------|--------------------|------------|
| Fridge/Freezer | | |
| Oven | | |
| Hob | | |
| Dishwasher | | |
| Washing Machine | | |
| Tumble Dryer | | |
| Water softener | | |
| Waste disposal | | |

Keys

Please note we require the following:

| | | Confirm |
|------------------------|---|---------|
| Managed properties | 3x full sets of keys including garage/gate fobs | |
| Non Managed properties | 2x full sets of keys including garage/gate fobs | |

EMERGENCY CONTACT

Please provide a UK contact in case of emergency:

| | |
|--|--------|
| Contact Name | |
| Contact address | |
| Telephone number | |
| Email address | |
| Can they make an urgent decision on your behalf? | Yes/No |

IDENTIFICATION

We cannot fully implement your instructions or remit any rent until we have received the Landlord and Property information, plus one piece of identification from each group set out below

| Group 1 (Photographic ID) | Group 2 (proof of address) |
|----------------------------------|-------------------------------------|
| Current valid passport | Utility bill |
| Current UK/EU Driving licence | Local authority bill |
| National identity card | Bank/building society statement |
| Armed forces ID card | Any letter from a government agency |

SIGNATURE

| | Landlord 1 | Landlord 2/POA |
|--------------------------------|-------------------|-----------------------|
| Signed | | |
| Full name (printed) | | |
| Date | | |

LANDLORD IDENTIFICATION CERTIFICATE

NB: For joint owners a separate certificate should be completed for each individual

Full name of Landlord

Date of Birth

Postal address of property to be Let

.....

.....

Full home address of Landlord (if different from above)

.....

.....

Please take a copy of one of the following and attach it to this form:

- Current Full Signed Passport (original)
- Current UK/EU Photo Driving Licence (photo card and counterpart)

AND copy one of the following relating to home address of client and attach it to this form:

- Most recent mortgage statement
 - Current Local Authority Bill
 - Utility bill (not mobile phone)
 - Bank/building society statement
- (Tick relevant boxes)**

For Office Use Only

Declaration by Patrick Gardner Residential Lettings

I confirm that I have verified the identity of the **Landlord(s)** and I have seen original documents. I confirm that any photograph of the **Landlord (s)** bore a good likeness to them. I have attached a copy of the relevant documents to this form, which I will place on the client file.

Signed : Date:

Name : On behalf of Patrick Gardner