

## 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](http://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 3% including vat.

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

### FULL ADDRESS OF THE PROPERTY TO BE LET:

	Postcode:

Please complete as fully and accurately as possibly to enable us to collate all relevant information to successfully let your property.

## 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), Executor or a Trust please complete owners name as Landlord 1 and POA/Executor/Trust as Landlord 2.

	Landlord 1	Landlord 2/POA/Executor/Trust
<b>Title</b>		
<b>First name/s</b>		
<b>Middle name/s</b>		
<b>Surname</b>		
<b>Correspondence address</b>		
<b>Postcode</b>		
<b>Home telephone</b>		
<b>Work telephone</b>		
<b>Email address</b>		
<b>UK Resident Landlord</b>	<b>YES/NO</b> (delete as applicable) If no please provide a NRL1 Certificate	<b>YES/NO</b> (delete as applicable) If no please provide a NRL1 Certificate

### 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 Fee 18% (15% +vat)**

### Let by a Power of Attorney (POA)

- If there is a POA in place, is it intended that the POA will be utilised to facilitate the let of the property? **YES/NO**

If the answer is **YES**, we will need to see an original POA or a certified copy and hold a copy on file.

## Let by an Executor

- Has a Grant of Probate been applied for? **(YES/NO)**. If **YES**, and not obtained, when was it applied for? .....
- If YES has the Grant been received? **(YES/NO)**.

If the Landlord is an Executor, then we will need to be provided with a certified copy of the Grant of Probate, or if this is not yet available, we will need sight of a copy of the Will in which the Executor(s) is appointed. As an alternative, a letter from your appointed legal representative confirming the same will suffice.

## Let by a Trust

- Is the property held in a Trust **YES/NO**

If the let is by a Trust, we will need to have sight of the original Trust deed or a certified copy and hold a copy on file.

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.

## BANK DETAILS FOR PAYMENT OF RENT

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

## 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.

## APPROVAL TO LET

- I/We declare that I am/we are sole/joint owner(s), POA, Executor or Trust 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). [ ]

The Landlord warrants that, at the date of instruction and throughout the duration of this Agreement, they are legally entitled to let the Property and grant a tenancy. The Landlord agrees

to promptly notify the Agent in writing if they become subject to any restriction, prohibition, or legal limitation affecting their ability to lawfully let the Property.  
 This includes, without limitation, circumstances where the Landlord has served notice seeking possession under Section 8 of the Housing Act 1988, or where any possession proceedings are ongoing or contemplated, which may restrict or prevent the granting of a new tenancy. The Landlord acknowledges that failure to provide such notification may result in the Agent suspending marketing or letting activities and shall indemnify the Agent against any loss, liability, or expense arising from such failure.  
 If you are unsure whether any such restriction applies, particularly where the Property has previously been let, please seek guidance from a member of PGCLL staff.

**I confirm I am not aware of any legal, contractual, or other restriction that would prevent or limit my ability to lawfully let the Property**

**LENGTH OF OWNERSHIP**

- When did you become the legal owner of this property? .....

**RESTRICTIONS/CONSENTS**

- Is there currently a mortgage on the property? **(YES/NO)**

If **YES** please answer the below questions:

Have you obtained consent to rent from your mortgage lender? **(YES/NO)**

If **YES** please provide details and supply a copy to your letting agent. If **NO** you will need to obtain consent before your letting agent can market your property.

**FURNISHED STATE**

Please advise what level of furnishing you are planning to rent the property in:

Unfurnished <input type="checkbox"/>	Part-Furnished <input type="checkbox"/>	Fully Furnished <input type="checkbox"/>
Unfurnished does not mean leaving the property entirely empty. It is usually expected that curtains, carpets, light fittings and white goods will be included such as a fridge, washing machine and cooker.	Part-furnished will usually include curtains, carpets, certain white goods and larger item such as wardrobes (if there isn't already built in storage space in the bedrooms) beds, dining table and chairs.	Renting a property fully furnished means that that property is ready to move in. The specifics of what will and will not be included would be down to you (as the Landlord) and the Tenant to negotiate.

If part-furnished/furnished we will require a list of furnishings included prior to marketing. All must meet Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. This means any mattresses, chairs, soft furnishings e.g. cushions, must have a fire retardancy safety label attached.

List of furnishings:

## **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 72 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 1<sup>st</sup> 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 contracts being signed []

## **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 for functionality on the first day of the tenancy and that they are less than 10 years old []  
Expiry date ...../...../.....

- 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 and less than 10 years old Expiry date ...../...../..... []
- Please arrange to have carbon monoxide detectors fitted as necessary at my/our expense []

### **WOOD BURNING STOVES, FIREPLACES & HETAS CERTIFICATE**

Any solid fuel appliance fitted since April 2005 will require a Certificate of Compliance, HETAS certificate. We would also suggest having the chimney swept and the appliance serviced.

- I/We confirm that the property does have a wood burning stove []
- I/We will provide PGCLL and the tenants with a valid HETAS Certificate at least 72 hours prior to the tenants taking occupation and evidence of a chimney sweep []
- Are there any capped chimneys within the premises []

### **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 and attach a copy of the exemption certificate []

### **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

[]

**Please be aware that Patrick Gardner Lettings use the Tenancy Deposit Scheme (TDS) to protect all tenants deposits and will register them on behalf of all Landlords**

**SIGNED BY THE LANDLORD(S)/POA/EXECUTOR/TRUST**

Full name:	Signed:	Date:
Full name:	Signed:	Date:
Full name:	Signed:	Date:

# LANDLORD AND PROPERTY INFORMATION

Please complete and return to PGCLL.

## MATERIAL INFORMATION IN PROPERTY LISTINGS

The Consumer Protection from Unfair Trading Regulations 2008 (the "CPR's") makes it a legal requirement that agents source information from the property owner which would be considered material information and make this information available to any prospective tenant. These regulations were updated in November 2023 and Information to be provided is set out in 3 sections known as Parts A, Part B and Part C. What is deemed material will vary from property to property but in essence it is any material fact that may effect any prospective tenants (consumer's) decision making actions in respect of that property.

<p>Tenure</p> <p>If the property is Leasehold please provide details of your block managing agent</p> <p>Please inform the managing agent that you give them permission to discuss property matters with PGCLL</p> <p>Is there currently a head lease?</p> <p>If <b>Yes</b> you will need to supply a copy to your letting agent before the tenancy agreement can be drafted.</p> <p>Have you obtained consent to rent from any Freeholder?</p>	<p>Freehold/Leasehold</p> <p>.....</p> <p>.....</p> <p>Yes/No</p> <p>Yes/No</p>
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<p>Please provide details of any restrictions and supply a copy to PGCRL.</p> <p>Please confirm if you would like any ground rent or service charges to be paid through your rent account. Please advise your Block Manager to send future accounts to PGCLL</p>	<p>Yes/No</p>
<p><b>Parking</b> What parking arrangements are there?</p> <p>Garage On Street Shared Parking Allocated Parking Space Resident Permit Driveway Visitor Parking None</p>	<p>Tick all that apply</p> <p><input type="checkbox"/> <b>Number.....Location.....</b>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> <b>Number: .....</b>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/></p>
<p>Please confirm which boundaries are your responsibility (fences/walls etc)</p>	
<p><b>Notices which affect the property</b></p> <p>Have you received, within the last 3 years any of the following notices?</p> <p><b>Notices</b> The owner of a neighbouring property has made a planning application? Any planning application, that could affect the property or the views? Notice informing you that maintenance, repairs, or improvements are required to your property?</p>	<p>Yes/No  Yes/No  Yes/No</p>
<p>Is this property subject to an excessive noise or disturbance that a potential tenant should be aware of?</p> <p>If <b>Yes</b> please provide details:</p>	<p>Yes/No</p>
<p><b>Building Safety</b></p> <p>Much of this will apply to flats, but freehold properties could be affected too. Common examples could include:</p> <p>Unsafe Cladding</p>	

<p>Presence of Asbestos Lack of emergency lighting where required Insufficient fire/smoke alarms</p> <p>Issues should be listed and the scale of any remediation/development work and potential/known costs should be made known. If the works would affect the enjoyment of the property i.e.</p> <p>the occupier may need to move out whilst the works are undertaken, then this must be disclosed within any marketing material.</p>	
<p><b>Restriction and Rights</b></p> <p>The list, which is not exhaustive, and to be included within the property advertisement are statutory or contractual restrictions:</p> <p>Conservation Area Lease restrictions i.e. No pets/No sub-letting Listed Building Status Restrictive covenants i.e. no caravans/running a business from home/Commercial vehicles Tree Preservation Orders (TPO's) Public Right of Way across land Easements i.e. right of way in favour of a neighbour across the back garden</p> <p>Please alert us to anything you may be aware of:</p>	
<p><b>Flood Risk</b></p> <p>Has the property flooded in the last 5 years?</p> <p>What are the sources of risk? i.e. ground water/surface water?</p> <p>Are there any flood defences at the property?</p> <p>Are there any issues with obtaining insurance due to flood risk?</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
<p>Is a gardener to be included in the rental?</p> <p>If yes please confirm contact details of the gardener/frequency of visits, and if you would like us to settle the payment through your rental accounts</p>	<p>Yes/No</p>
<p>Prior to this tenancy has a pet (cat or dog) lived at the property</p> <p>If yes, it is recommended that a de-infestation product is used within the professional carpet clean</p> <p>Would you consider pets</p> <p>Dogs</p> <p>Cats</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
<p>Does the property have a satellite dish</p> <p>If no can the tenants have this installed at their own cost? Please advise any restrictions</p>	<p>Yes/No</p> <p>Yes/No</p>

Does the property have broadband/cable Who is the current broadband/cable provider If no can the tenants have this installed at their own cost? Please advise any restrictions	Yes/No  Yes/No
Does the property have a burglar alarm  Please provide make and model number:  Location of Alarm  Date of last service and details of Engineer  Is there a monitoring service?	Yes/No      Code #     /      /  Yes/No      Payment made by LL / TT
<b>CCTV/Camera doorbells</b>  If your property has in situ a CCTV/security camera/voice recording device, we have a duty to advise any potential viewers prior to a viewing taking place. This ensure the viewer is aware they could be recorded (visually/orally) and it is then their choice whether to view the property and also whether their children accompany them.  We also need to be aware of how any data/recordings are held with GDPR guidelines  Do you have CCTV/Security Cameras etc installed?	Yes/No
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	

### Insurance

We declare the property is insured to include Public Liability cover	Yes
Do you have Landlords insurance:  If <b>Yes</b> please provide the insurer and policy number:	Yes/No
Do you have Buildings insurance:  If <b>Yes</b> please provide the insurer and policy number:	Yes/No

### Utilities

Services	Connected (yes, no or date to be connected)	Supplier
Electricity		

Gas		
Solar panels		
Liquid Petroleum Gas (LPG)		
Water main or private water supply		
Drainage to public sewer		
Septic Tank		
Cesspool		

If you have a septic tank or cesspool, do you have a maintenance contract in place?  If <b>Yes</b> the company that the contract is with:	Yes/No
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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 and the tenants return the tank at the same level at the end of tenancy

Location of mains stop cock		
Location of water meter		Meter number:
Location of Electricity meter		Meter Number
Location of consumer unit		
Location of Gas meter		Meter number

### 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      Account number: If yes please provide a copy of the policy.

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 PGCLL to deal with any correspondence, particularly the **landlord's gas safety certificate**.

### Gas Fire

Location	Working Order/Capped	Last Service Date

## Professional Clean

We strongly 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 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/No
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## Storage and loft space

Please confirm that all storage space including lofts etc. are empty of personal belongings	
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## Gutters

We recommend that all gutters are cleared prior to the tenancy. This will help reduce the likelihood of any leaks/damp issues during the tenancy

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, please be aware that all contractors **must** have current **Public Liability Insurance**. Please note that while we will aim in the first instance to use your preferred Contractors, if they are unresponsive or fail to hold the required Public Liability insurance we reserve the right to use our own contractors.

Name	Phone number	Email	Profession

## Appliances

Appliance	Make/ model number	Guarantee?
Fridge/Freezer		
Oven		
Hob		
Dishwasher		
Washing Machine		
Tumble Dryer		
Water softener and usage requirements		
Any other appliance e.g. warming drawer, hot water tap		

**Please provide copies of any appliance guarantees**

## Guarantees

Are there any guarantees or warranties relating to this property?

Guarantee	
National House Building Council (NHBC)	Yes/No
Roofing work	Yes/No
Damp/rot prevention or treatment work	Yes/No
Central Heating and/or plumbing work	Yes/No
Electrical Work	Yes/No
Prevention work/remedial action relating to subsidence	Yes/No

## Keys

Please note we require the following:

		Confirm
Managed properties	3x sets of front door keys including garage/gate fobs	
Non Managed properties	2x sets of front door keys including garage/gate fobs	

All other keys should be labelled and left in the property.

## 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

## LANDLORD'S DECLARATION

I confirm to the best of my knowledge that the information provided above is accurate and understand it may be used in connection with the proposed let of my property. As required by Law, Material Information will be included within the Property Advertisement.

I confirm that should any of the above information change, I will notify Patrick Gardner in writing of such changes.

**SIGNATURE**

	<b>Landlord 1</b>	<b>Landlord 2/POA/Executor/Trust</b>
<b>Signed</b>		
<b>Full name (printed)</b>		
<b>Date</b>		

# 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