



# BRITANNIA PROPERTY SERVICES

INVESTMENT SALES: LETTINGS: MANAGEMENT: MAINTENANCE & DEVELOPMENT

## LANDLORD AGENT AGREEMENT

Thank you for instructing BPS to act on your behalf in marketing your property for rental. Accordingly, we confirm our terms and conditions as detailed on the following pages. Please sign where indicated, thereby accepting these terms, and return to Britannia Property Services (Hereinafter referred to as BPS), retaining a copy for your records.

**Landlord details:**

**Property Address to let:**

\_\_\_\_\_

**Name(s) of Landlord(s):**

\_\_\_\_\_

**Landlord's Correspondence Address:**

\_\_\_\_\_

**Tel:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Mob:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**NB:** If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

**Is the property's leasehold managed by a company? If so please complete their details below:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Managing Agents:** \_\_\_\_\_

**Superior Landlords:** \_\_\_\_\_

**Which account would you like us to pay the rent to? or N/A Let Only service required**

**Account Name:** \_\_\_\_\_

**Sort Code:** \_\_\_\_\_

**Bank:** \_\_\_\_\_

**Account No:** \_\_\_\_\_

**Tax:**  
Please confirm that whilst BPS is letting your property, you will be resident: In the UK  Overseas

If you are resident overseas have you applied for self-assessment? Yes  No

**Advertising:**

Would you like us to erect a "to let" board? Yes  No

If so where would you like the board to be erected? V-Board attach to property

T-Board place at front of property

Other .....

**Property Information:**

In order for BPS to manage your property effectively please provide the following information in as much detail as possible. We would strongly recommend that you leave a folder in the property containing general information and instructions for appliance use. (PLEASE REQUEST ADDITIONAL SHEETS IF NECESSARY)

TYPE OF PROPERTY		CENTRAL HEATING	
SECURED PARKING		DOUBLE GLAZING	
GARAGE		WOODEN FLOORING	
OFFROAD DRIVE		FRIDGE/ FREEZER	
GARDEN		COOKER	
TERRACE		MICROWAVE	
COURTYARD		DISHWASHER	
DATE AVAILABLE		WASHING MACHINE	
PERIOD AVAILABLE		TUMBLE DRYER	
RENT PER MONTH OR PER PERSON PER WEEK		WATER TANK CYLINDERS	
FURNISHED		WATER STOPCOCK LOCATION	
UNFURNISHED		GAS METER LOCATION	
PART FURNISHED		ELECTRIC METER LOCATION	
BEDROOMS		FIRE ALARM SYSTEM AND PANEL LOCATION	
RECEPTIONS		ALARM PANEL LOCATION AND CODE	
BATHROOMS		INTERCOM/VIDEO INTERCOM	
SHOWERS		ELECTRIC GATE KEY FOB	
JACUZZI		CONCIERGE	
NO GAS SUPPLY		OTHER	

**Further Description:** .....

.....

.....

**\*Certificates required before advertising can commence (where applicable):**

- a) Gas Safety Cert [ ]
- b) EPC [ ]
- c) HMO [ ]
- d) NICEIC [ ]

**Keys and Access:**

- a) Landlord provides key sets  (supply Tenant Set **only** if Let Only Service required)
  - No. of key sets: ..... – Master Set x..... Tenant Set x..... Other Set x.....
  - No. of keys per set: ..... – Master Set x..... Tenant Set x..... Other Set x.....
- b) Landlord advises keys held by concierge  Name & Tel No .....
- c) Landlord advises other access  .....

**Landlords Preferred Repair Persons (if any) or N/A  or N/A Let Only service required**

..... TEL NO.: .....

..... TEL NO.: .....

..... TEL NO.: .....

**Guarantee/Warranty details for Property (if any) or N/A  or N/A Let Only service required**

.....

.....

**\*Please attach all guarantees, warranties and certificates to this form.\***

# **Landlord Agent Terms & Conditions**

## **1. AGENT**

- 1.1. Britannia Property Services (UK) LTD (hereinafter referred to as "BPS") act as 'Agent' in terms of letting and/or managing this Property.

## **2. LANDLORD OBLIGATIONS**

- 2.1. The Landlord agrees to comply with all his obligations under the Tenancy Agreement.

## **3. OVERSEAS LANDLORDS**

- 3.1. All Landlords residing overseas must use BPS Full Management Service.

## **4. LANDLORD & TENANT ACT 1987**

- 4.1. The name and address of any Landlord must be communicated on the Tenancy Agreement. If you have used BPS' Full Management Service our address will be used for this purpose.

## **5. TENANCY AGREEMENT**

- 5.1. BPS will normally use an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).
- 5.2. We will ask you for confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, BPS will sign the Tenancy Agreement and exchange contracts on your behalf, unless otherwise instructed by the Landlord.

## **6. INTRODUCTION OF TENANT**

- 6.1. In the event that BPS introduces a Tenant who enters into an Agreement to rent the Landlord's Property, commission becomes payable to BPS.
- 6.2. The commission fee is payable for any Tenant introduced to the Property by BPS, whether or not the Tenancy is finalised by BPS.
- 6.3. The commission fee is payable throughout the duration of the Tenancy and upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received (hereafter referred to as renewal commission, whether or not negotiated by BPS).
- 6.4. The commission fee is charged as a percentage of the total rent paid over the Tenancy period as specified in the Tenancy Agreement, or where the Tenant renews the Agreement, commission will be payable for the same period as the initial Agreement.
- 6.5. BPS will deduct the commission fee from each monthly rental payment received over the duration of the Tenancy, including upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received.

## **7. REFERENCES**

- 7.1. BPS will take reasonable steps to attempt to verify the identity of potential Tenants.
- 7.2. BPS will obtain references from previous Landlords and employers and/ or may carry out credit checks on the Tenant(s) wherever possible.
- 7.3. In circumstances where it is not possible to obtain the above, we will ask for a guarantor covenant and ID of the guarantor (usually where a Tenant is a student).
- 7.4. Where the Tenant is a Foreign National BPS may not be able to undertake references or credit checks. In such circumstances BPS will endeavour to obtain copies of their passport, ID and overseas address and will obtain the Landlord's written or verbal consent beforehand.
- 7.5. By signing the Tenancy Agreement or otherwise instructing BPS to proceed with a letting, the Landlord is deemed to have seen and accepted any such references or identity checks, or waived the requirement for BPS to obtain these.

## **8. RENT COLLECTION**

- 8.1. All rents will be collected on the 01<sup>st</sup> of each month (or nearest working day thereafter).
- 8.2. BPS will collect rent in accordance with the terms of the Tenancy Agreement.
- 8.3. BPS will use reasonable endeavours to transfer any monies due to the Landlord's bank account by automatic bank transfer on or around the 15<sup>th</sup> of each month.
- 8.4. If rental payments are late for any reason we will forward them within 10 working days of receiving payment.

- 8.5. If the rent has not been paid BPS will endeavour to notify the Landlord at the earliest possible opportunity, and will use all reasonable endeavours to recover from the Tenant all rent and monies payable.

- 8.6. BPS will not be held responsible for any default in payment by the Tenant.

## **9. DEPOSIT**

- 9.1. A deposit equal to a month's rent (but can be greater than a month's rent) will be taken from the Tenants against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement.
- 9.2. The deposit will be held in accordance with the terms of the Tenancy Agreement.
- 9.3. Unless the Tenancy Agreement states otherwise (i.e. if the Landlord has used the Let Only Service) the deposit will be held by BPS as agent for the Landlord in a Government-authorised tenancy deposit protection schemes subject to the provisions set out below.
- 9.4. The Landlord will not be entitled to any interest that accrues on the deposit.
- 9.5. Under the terms of our standard Tenancy Agreement, the deposit is due to be repaid to the Tenant as soon as practicable after the determination of the tenancy (howsoever the same may be determined)
- 9.6. BPS as agent for the Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.
- 9.7. The cost inclusive of all charges and BPS' reasonable administration costs for the Government-authorised tenancy deposit protection is £50 which will be debited from the Landlord's account.

## **10. INVENTORY & SCHEDULE OF CONDITION**

- 10.1. BPS will draw up an Inventory on behalf of the Landlord prior to every letting; this will include the conditions of the Property, its décor (detailing any scuff marks etc.), fittings and furnishings. However it remains at all times the responsibility of the Landlord to check the accuracy of this Inventory.
- 10.2. Alternatively it is strongly recommended that the Landlord instructs a professional Inventory clerk, at the Landlord's expense.
- 10.3. It is the Tenant's responsibility to complete the Inventory at the beginning of the Tenancy (to avoid end of tenancy disputes), sign and return it to BPS (if the Property is managed by us). However, it must be understood that BPS cannot enforce this and Tenants are not obliged to sign the Inventory.

## **11. KEYS**

- 11.1. BPS require a full working set of keys, one for each Tenant shown on the Tenancy Agreement and a master set for the office.
- 11.2. Should the Landlord fail to provide a full working set of keys (as described in clause 11.1) BPS will undertake to fulfil clause 11.1 at the expense of the Landlord.

## **12. THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1988**

- 12.1. It is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a GAS SAFE REGISTER registered engineer.
- 12.2. If BPS is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a GAS SAFE REGISTER registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.
- 12.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and BPS have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a GAS SAFE REGISTER registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

- 12.4. The cost inclusive of all charges and BPS' reasonable administration costs for the GAS SAFE REGISTER Gas Safety Certificate is £80 which will be debited from the Landlord's account. This includes a certificate and a check on 3 gas appliances (£20 per gas appliance applied thereafter).
- 12.5. If the Landlord wishes BPS not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

### **13. THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

- 13.1. The Landlord is responsible for ensuring that the electrical installation and all appliances within the Property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 13.2. BPS reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.
- 13.3. Where the Tenant is remaining in occupation beyond the expiry of the original certificate and BPS have not received a replacement valid certificate 14 days before the expiry of that original certificate, BPS reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.
- 13.4. The cost inclusive of all charges and BPS' reasonable administration costs will be debited from the Landlord's account.
- 13.5. BPS strongly recommends that a Fire Detection system is fitted within the Property that shall meet all legal requirements as determined by the property type i.e. Grade A or Grade D.
- 13.6. If the Landlord wishes BPS not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

### **14. THE FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 and THE FIRE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993**

- 14.1. The Landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereinafter referred to as the Regulations). The Landlord declares that all furniture presently in the Property or to be included in a Property to which this Agreement applies, complies in all respects with the Regulations.
- 14.2. The Landlord further warrants that any furniture purchased for the Property after the date of this Agreement will also comply with the Regulations for the duration of the Tenancy.

### **15. ENERGY PERFORMANCE CERTIFICATE (EPC)**

- 15.1. It is the Landlord's responsibility to ensure that the property benefits from a valid Energy Performance Certificate provided by an accredited Domestic Energy Assessor.
- 15.2. If BPS is not provided with a valid EPC prior to the commencement of the Tenancy, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.
- 15.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and BPS have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.
- 15.4. The cost of an EPC inclusive of all charges and BPS' reasonable administration costs is £100 which will be debited from the Landlord's account.

### **16. HOUSING ACT REGULATIONS 2004**

- 16.1. The Landlord is required to contact the Local Authorities to apply for the appropriate Licence for Houses in Multiple Occupation if the property meets the criteria set out in the Housing Act Regulations 2004.

### **17. TRANSFER OF UTILITIES**

- 17.1. It is the Landlord's responsibility to inform BPS of the utility companies that supply to the Property; BPS will then provide the details to the Tenant(s).

- 17.2. Thereafter it is the Tenant's responsibility to notify any utility companies of the meter readings and change of occupier; Tenant's are also responsible for notifying the local authority of change of occupier.

- 17.3. BPS will not undertake to fulfil this duty should the Landlord fail to provide the required details and will not be held responsible for any consequences that may result thereof.

### **18. REPAIRS AND MAINTENANCE**

- 18.1. Where applicable, BPS will attend to the day-to-day minor repairs and maintenance of the Property and its contents up to an estimated value of £300 per job (or other amount to be agreed and stated under Negotiated Terms at the end of this Agreement). We will contact you for permission to proceed if the cost of the work exceeds this amount.
- 18.2. Costs for such repairs and maintenance will be accumulated and invoiced to the Landlord unless we have specifically received written instructions from the Landlord regarding preferred contractors, existing guarantees/warranties or services guarantees (as requested on page 2).
- 18.3. However, in emergencies and where we consider it necessary, we will act to protect the Landlord's interests without initial consultation. The Landlord will be made aware of any such works as soon as is reasonably practicable.
- 18.4. Any maintenance or work arranged by BPS may include a reasonable charge for our administration costs.

### **19. CONDITION OF THE PROPERTY AND GARDEN**

- 19.1. It is the Tenant's responsibility to maintain the Property and garden during the Tenancy. However, if the Property is found unclean and the garden and grounds are found to be overgrown 5 days prior to letting or if the Tenancy has commenced we then reserve the right to call in independent contractors, at the Landlord's expense.

### **20. RENEWALS AND EXTENSIONS**

- 20.1. BPS will endeavour to contact both Landlord and Tenant before the end of the Tenancy to negotiate an extension or renewal of the Tenancy, if so required. BPS will also draw up the appropriate documents for the renewal of the Tenancy for signature by all parties.
- 20.2. A Renewal fee will become due in respect of renewals or new Agreements where any or all of the original Tenants remain in occupation. It will also become due where the incoming Tenant is a person, company or other entity associated or connected with the original Tenant, either personally, or by involvement or connection with any company or other entity with whom the original Tenant is or was involved or connected.
- 20.3. Commission is due whether or not the renewal is negotiated by BPS (i.e. if Landlord attempts to renew the Tenancy on a private basis).
- 20.4. BPS will charge a renewal fee equivalent to that which was charged for the original Tenancy.

### **21. CHECK-OUT INSPECTIONS**

- 21.1. BPS will inspect the Property upon termination of the Agreement. A statement of dilapidation including any remedial action will be prepared by BPS for the Tenant.
- 21.2. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or professional Inventory check. BPS cannot accept responsibility for hidden or latent defects and therefore it is recommended that the Landlord is present so as to verify results of an inspection.

### **22. NOTICE**

- 22.1. Where BPS is responsible for the Full Management of the Property, we will serve termination notices on your behalf.

### **23. SECTION 21, HOUSING ACT 1988**

- 23.1. Two month's notice (to end on a period date) must be served upon the Tenants if you wish to determine the Tenancy at the end of the term. BPS will serve notice on the Tenants on your behalf if instructed to do so.
- 23.2. BPS may terminate this appointment in the event of any breach by the Landlord by act or omission on the Landlord's part.

### **24. PROPERTY WITHDRAWAL**

- 24.1. If the Landlord withdraws the Property once a Tenant has been found but before the Tenancy commences, there will be a charge of £350 payable by the Landlord.

- 24.2. The Landlord may not withdraw the Property during an ongoing Tenancy (except should clause 23.3 apply).
- 24.3. The Landlord may only withdraw the Property during an ongoing Tenancy provided that two months written notice shall be received and approved by BPS, prior to an agreed withdrawal date. The Landlord will also be liable to pay to BPS all remaining management charges to the end of the Tenancy.
- 25. COMMISSION AND INTEREST**
- 25.1. The Landlord agrees that, where any commission, interest or other income earned by BPS whilst carrying out our duties as agent of letting and/or management of the Property (for example by referrals to contractors or subcontractors) will be remained by BPS.
- 25.2. Where a management percentage is not charged and/or the rent received from the Tenant is inclusive of bills, any amount BPS receives above the agreed amount paid to the Landlord is recognised as Managing Agent fees and/or tenants' bills (if Tenant rent received is bills inclusive).
- 26. SALE OF PROPERTY TO TENANT**
- 26.1. In the event that the Tenant, occupant or licensee of the Property enters into an Agreement with the Owner/ Landlord to purchase the Property, a commission of 2.5% of the purchase price becomes payable by the Owner/ Landlord to BPS when contracts for the sale of the Property are exchanged.
- 26.2. BPS' fees remain the responsibility of the original Landlord for the duration of the Tenancy.
- 27. SALE OF PROPERTY BY LANDLORD**
- 27.1. Where a Property is sold, transferred or otherwise dealt with, with the benefit of a Tenancy BPS' fees remain the responsibility of the original Landlord for the duration of the Tenancy and for any extensions or renewals and this applies both to a current and pending Tenancy.
- 28. INDEMNITY**
- 28.1. The Landlord undertakes to keep BPS fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.
- 29. TAX**
- 29.1. It is the Landlord's responsibility to declare all rental income to the Inland Revenue if he resides in the United Kingdom. We do not accept any responsibility for Income Tax derived from letting of the Property.
- 29.2. BPS is legally obliged to file a tax return stating names and addresses of our clients if requested by the Inland Revenue.
- 29.3. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.
- 25.1. If you are an overseas Landlord we are required to deduct an amount equivalent to tax at base rate. However if we have prior written authorisation by the Inland Revenue, we will be able to release rent to you gross of tax.
- 30. OVERSEAS LANDLORDS – INCOME AND CORPORATION TAXES ACT 1988 and TAXATION OF INCOME FROM LAND (NON-RESIDENTS) REGULATIONS 1995 (FINANCE ACT 1995)**
- 30.1. While a Landlord may be considered non-resident for tax purposes, he still has to pay United Kingdom income tax arising from rents received in this country.
- 30.2. Unless exemption is received from the Inland Revenue allowing the Landlord to account for tax himself under the self-assessment regime, BPS is obliged to deduct tax at the appropriate rate from rents received and account to the Inland Revenue for these monies on a quarterly basis.
- 30.3. The Landlord is responsible for obtaining his own exemption. It should be noted that exemptions are not transferable between agents. No interest is paid to Landlords on tax retentions held by BPS.
- 30.4. Where a Landlord is considered non-resident for taxation purposes and is not in possession of an exemption from the Inland Revenue, a reasonable charge will be made for the work carried out in submitting quarterly returns, for annual returns and the preparation of final certificates.
- 31. AMENDMENTS/VARIATIONS**
- 31.1. This Agreement constitutes the entire agreement between BPS and the Landlord and supersedes all prior Agreements, understandings, representations or communications between the parties.
- 31.2. Any matters that have been verbally discussed and agreed by both BPS and the Landlord must be stated under Negotiated Terms at the end of this Agreement.
- 32. TERMINATION OF CONTRACTUAL RELATIONSHIP**
- 32.1. BPS reserve the right to terminate our contractual relationship by giving 3 months written notice.
- 32.2. The Landlord cannot terminate this contractual relationship whilst the Property is let by a Tenant supplied by BPS (unless clause 22.3 applies).
- 33. PERMISSIONS AND CONSENTS**
- 33.1. The Landlord warrants that consent to let from his mortgage lenders has been obtained and has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the Property and its contents to cover the changed circumstances, and
- 33.2. Where he is a joint Owner, he has ensured that all the Owners are named in the Tenancy Agreement and that he is authorised to give instructions on their behalf.
- 34. INSURANCE**
- 34.1. It is the Landlord's responsibility to inform his insurance company that the Property is to be let, and to ensure he has adequate insurance cover for both the building and his contents.
- 34.2. Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. Under this Act BPS is unable to arrange insurance on the Landlord's behalf, to notify his insurers of claims or to complete documentation relating to those claims.
- 34.3. BPS will notify the Landlord where damage to the Property has resulted from an insured risk, and will provide the Landlord with the information that is needed in order to make a claim.
- 35. DEALING WITH THIRD PARTIES**
- 35.1. BPS will liaise where necessary with the Landlord's accountants, solicitors, superior Landlords, managing agents and mortgage lenders.
- 36. LEGAL PROCEEDINGS**
- 36.1. BPS is not responsible for any professional legal proceedings for the recovery of rent or repossession of the Property.
- 36.2. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 per day, or part thereof.
- 37. ARBITRATION**
- 37.1. If any disagreement occurs between the Landlord and Tenant we will act as independent mediators. If this is unsuccessful then we would advise both parties to resolve the matter by independent arbitration, for which both parties are borne equal for cost of the arbitrator.
- 38. INDEMNITY**
- 38.1. The Landlord agrees to indemnify BPS as Agent 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.
- 39. BPS LIABILITY**
- 39.1. Our liability is limited to 1 months rent if any financial loss should occur from BPS dealing with the Property.
- 39.2. The Landlord is liable for costs incurred by BPS acting as Agents on the Landlords behalf.
- 40. DISCLAIMER**
- 40.1. BPS will carry out all services with reasonable care and skill. However, BPS cannot guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.
- 41. VAT**
- 41.1. All BPS' commission fees and any other charges are subject to VAT at the prevailing rate.

**42. NEGOTIATED TERMS**

42.1. Any terms discussed or negotiated between both Landlord and Agent must be stated here and will be regarded as part of the Agreement:

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

**Full Property Management Service**

Our fee for the Full Property Management Service is .....% of the total amount of rent paid over the Tenancy period in total.

There is a Management Set-Up Fee of £..... (used for: advertising, marketing, preparation of Inventory and Tenancy Agreement)

Landlords who do not wish to take up BPS Property Management Service must tick below and complete the requested information for the Let Only Service.

**Opting out of Full Property Management Service (Let Only Service)**

Our fee for the Let Only Service (including rent collection) is .....% + (VAT) of one full month's rent as stated in the tenancy agreement (Minimum fee is £350 + VAT)

Opting for our Let Only Service will enforce the following affidavit (please complete):

I/we confirm that all non-related managed clauses of the Terms and Conditions shall not apply and that I/we will take full responsibility for all aspects of the management of the above Property, for registering the deposit with a Government- authorised tenancy deposit protection schemes and will not receive the following services from BPS:

- Rent Collection Service
- Assisting in Serving of notices
- Check out of Tenants
- Register Deposit with Government authorised scheme
- Arranging repairs & maintenance
- Key-holding Service
- Tenant Inventory

My 24 hour emergency contact number is: \_\_\_\_\_

On occasions when I am/ we are unavailable (e.g. on holiday or abroad), the following person should be contacted:

Contact Name(s): \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

**Please note that BPS is required to provide this information to your Tenant.**

**DECLARATION**

I/we declare that I am/we are the sole/joint Owner(s) of the freehold/leasehold Property as stated above and that prior to the commencement of the Tenancy all 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 Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the Property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and the Housing Act Regulations 2004 (for houses in Multiple Occupation) .

**I/we have read and understood the terms and conditions as set out in clauses 1 to 41 and I/we accept that in signing this document I am/we are bound by its entire contents.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(Landlord/s)

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(BPS)

**DATE:** \_\_\_\_\_