



# Lettings

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*Terms and Conditions*

Thank you for instructing Marsh & Parsons. To ensure the marketing and letting of your property is a smooth and efficient process, please provide as much information as possible:

## Contact Information:

Property address: _____	Correspondence address: _____	
_____	_____	
_____	_____	
_____	_____	
Name(s) of Landlord(s): (If the property is in joint names please supply full names) _____		
_____		
Home Tel: _____	Mobile: _____	Work: _____
E-mail: _____		
Other: _____		
(Please provide as many contact details as possible)		

## Payments

We will send your rent to you via bank transfer to ensure the money is dealt with efficiently and securely. It will usually take three working days to be credited to your account as cleared funds from the date the payment is sent by us.

Please provide the details of the bank account into which you wish your rent to be paid (all details will be held securely):

Account number: _____	Branch sort code: _____
Name of your bank: _____	Name on account: _____
Branch address: _____	

Please confirm where you will be resident while Marsh & Parsons are letting your property.

In the UK: <input type="checkbox"/>	Overseas: <input type="checkbox"/>	Marsh & Parsons is legally obliged to file a tax return stating names and addresses of our clients. Please also see the section 'Overseas Landlords' in our attached Terms & Conditions.
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For efficiency and speed, we send our statements by email. If you wish to opt out of email only statements please tick here: ☐

Was this agreement signed away from a Marsh & Parsons office?

☐ Yes (please see the notice of the right to cancel overleaf) ☐ No (the notice of the right to cancel overleaf does not apply)

Where you have ticked YES above and signed this Agreement below you are hereby authorising us to immediately start marketing your property to let. In the event that you exercise the right to cancel under The Notice of the Right to Cancel overleaf, you will be liable for reasonable expenses incurred before the cancellation.

I/we confirm that I/we are the legal owners of the above property and wish to instruct Marsh & Parsons to let our property. In the event of a tenancy being secured, I/we agree to accept the appropriate commission charges as detailed within this document.

I have read these terms and conditions and accept that in signing this document I am legally bound by its contents.

SIGNED (1) \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED (2) \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED BY MARSH & PARSONS REPRESENTATIVE: \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

# Lettings & Renewals Service

## 1.1 Lettings Service Introductory Commission

- 1.1.1** When we introduce a Tenant who enters into an agreement to rent your property, we will charge you an initial commission fee ("Introductory Commission") calculated at a percentage of the total rent for the initial term as shown on the tenancy agreement. The scale of fees is outlined in the table below.
- 1.1.2** The Introductory Commission fee may be payable in full at the start of the tenancy, dependent upon the nature and length of the lease.
- 1.1.3** The Introductory Commission fee is payable for any Tenant who we introduce to the property whether or not the tenancy is finalised by Marsh & Parsons.
- 1.1.4** Should the Tenant or Landlord prematurely terminate the contract prior to the end of the tenancy term, and in accordance with the original tenancy agreement, then we will refund the Introductory Commission fee that has been collected in advance pro-rata. The commission will be refunded within 14 days of the Tenant vacating the property.

## 1.2 Renewal Commission

- 1.2.1** Marsh & Parsons will endeavour to contact both the Landlord and Tenant before the end of the tenancy to negotiate a renewal or extension of the tenancy where necessary.
- 1.2.2** In the event that the existing Tenant renews, extends, holds over and/or enters into a new agreement ("Renewed Term") for which rental income is received, commission becomes payable to Marsh & Parsons ("Renewal Commission").
- 1.2.3** Renewal Commission will be charged as a percentage of the total rental value of the Renewed Term, or where a Tenant extends and/or holds over indefinitely, commission will be payable quarterly. The scale of renewal commission is outlined in the table below.
- 1.2.4** The Renewal Commission fee is payable at the start of the Renewed Term.
- 1.2.5** Renewal Commission remains payable for however long the Landlord continues to collect rent from the Tenant introduced by Marsh & Parsons. Where there is more than one Tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 1.2.6** Renewal Commission will be due whether or not the Renewed Term is negotiated by Marsh & Parsons.
- 1.2.7** Should the Tenant or Landlord terminate the contract prior to the end of the tenancy term and in accordance with the tenancy agreement, then we will refund pro-rata the commission fee that has been collected in advance. The commission will be refunded within 14 days of the Tenant vacating the property.

## Scale of Fees for Lettings Service

**Comprehensive Management & Lettings Service:**

- Comprehensive marketing
- Finding a Tenant
- Monthly statements
- Collection of rent
- Transfer of utilities
- Arrears management
- Keyholding service
- Arranging payment of outgoings

- Arranging all repairs and maintenance with registered contractors
- 24 hour emergency line
- Twice-yearly management inspections
- Managing the check-out process
- Advising on all deposit deductions
- Single point of contact

**Property Management 16% + VAT - (6 months or more)**

☐

**Premium Management 18% + VAT - (in addition this includes)**

☐

- Senior Property Manager
- Annual rent appraisals
- Assigned Finance Partner
- Complimentary safety service

**Short Lets 24% + VAT - (less than 6 months)**

☐

- Includes our comprehensive Property Management service

**Lettings Service** (including rent collection):

**Long Lets 10% + VAT -**

☐

- Comprehensive marketing
- Finding a Tenant

- Monthly statements
- Collection of rent

## Tenancy Renewals & Extensions

**Comprehensive Management and Renewals Service:**

**Long Lets - 15% + VAT, Premium Managed - 16% + VAT**

**Short Lets - 24% + VAT**

- Reassessment of current rent in accordance with prevailing market conditions
- Negotiation of renewal including addition of new terms where necessary
- Comprehensive renewal administration including issuing memorandum of renewal and arranging signature by both parties
- Continuation of rent collection and arrears management
- Continuation of deposit holding service
- Ongoing professional Management Service

**Lettings Renewals & Extensions Service:**

**Long Lets - 9% + VAT**

- Reassessment of current rent in accordance with prevailing market conditions
- Negotiation of renewal including addition of new terms where necessary
- Comprehensive renewal administration including issuing memorandum of renewal and arranging signature by both parties
- Continuation of rent collection and arrears management
- Continuation of deposit holding service


# Terms & Conditions

Client money protection is provided by

Independent Redress is provided by

arla | propertymark

PROTECTED



## LETTINGS SERVICE

### Time and Payment of Fees

**Long Lets:** Our fees are collected in advance at the start of the tenancy and in designated months thereafter dependant on the length of the term and any break clauses.

- Where the tenancy is for a fixed term of one year we will collect commission for 12 months in two equal instalments in months 1 & 2.
- Where the tenancy is for a fixed term of two years, we will collect our commission by equal payments in months 1, 2, 7 & 8. Where the tenancy is for a fixed term of three years, we will collect further equal commission in months 13 & 14.
- Where the tenancy contains a break clause our commission timing will be governed as follows:
  - Where the tenancy is for one year and contains a break clause within that year we will collect commission for 12 months in two equal instalments in months 1 & 2;
  - Where the tenancy is for two years and contains a 12 month break clause, commission will be taken in months 1 & 2 for the first year and then again in months 13 & 14 for the second year.
- Where the rent is paid quarterly, bi-annually or annually, our fee will be taken in full from the first instalment(s) of rent.
- If a Landlord instructs the Tenant to pay rent directly to them or an alternative rent collection agency during the tenancy any outstanding and future fees will become payable immediately.

**Short Lets:** Rent is payable in full in advance for all Short Lets unless otherwise stated in the tenancy agreement. We will collect our fee upfront from the rental payment.

**Professional Property Management Commission:** Our Management fees are taken quarterly in advance charged at a rate of 6% + VAT of the rental income (8% + VAT for Premium Managed properties).

### Rent Collection

We collect rent in accordance with the terms of the tenancy agreement. If the rent remains outstanding five days after it is due we will make every effort to notify you. We will try to secure payment from the Tenant through telephone calls and by sending arrears letters. Should this prove unsuccessful responsibility would fall to you to refer the matter to a solicitor.

### Transfer of Monies

Marsh & Parsons will make every effort to transfer any monies due to your bank account within three working days of the due date and clear receipt. On rare occasions it may take us longer and we reserve the right to take up to ten working days to process, allocate and/or clear payment. If we are unsuccessful in fulfilling this target we will pay you interest at the annual rate of 2% above Barclays Bank plc base rate, from the tenth day after we receive payment until the date that payment is made to you. For new tenancies rent is transferred on the start of the tenancy if paid sufficiently in advance. Please note there is an administration charge of £30 (£25+VAT) for any international bank transfer.

### Financial Crime

Marsh & Parsons is required by law to adhere with regulatory guidelines prescribed by The Proceeds of Crime Act 2002 and The Terrorism Act 2000. In addition, some tenancies may be subject to the application of The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and The Money Laundering and Terrorist Financing (Amendment) Regulations 2019. These guidelines encompass strict protocol in relation to money handling and client payment which we are committed to follow. Please note that our statutory duties in respect of these regulations supersede any pre-existing contractual arrangement.

### Identity Check

Where a tenancy falls into the scope of these regulations, the legal and beneficial owner(s) of the property will be required to provide satisfactory documents to confirm their identity and address. This information is required to complete anti-money laundering checks which we are legally required to undertake both before the tenancy and, where appropriate, throughout the tenancy. We do this by verifying the details with third party anti-money laundering agencies who may also pass other information about you to us. This will leave a soft ID footprint on your credit file which should not affect your credit rating.

### Change in Circumstances

Any Landlord as either a private individual, corporate, trust, or alternative structure of ownership is obliged to inform Marsh & Parsons of any change in name, address, country of residence, or any other change in circumstance which might effect the validity of client due diligence checks performed by Marsh & Parsons. This includes where there might be a structural change in ownership where another individual may be deemed a beneficial owner.

### Tenancy Agreement

We have an expertly written tenancy agreement which will be used in respect of all lettings unless otherwise agreed. The charge to the Landlord for this agreement is £270 (£225+VAT). Upon request and within reason we are happy to tailor this agreement to your specific requirements at no extra cost. If you wish to provide your own tenancy agreement it must be fully compliant with current legislation and be fair and comprehensive. Marsh & Parsons reserve the right to refuse the Landlord's own agreement if it does not meet adequate standards.

### Tenants References

Where the initial term of the tenancy agreement is less than six months, we will obtain proof of the Tenant's identity. Upon agreement of any long let offer all named Tenant's will be referenced by an independent third party reference provider at a cost of £45+VAT per Tenant to the Landlord. In signing the tenancy agreement, the Landlord, or Landlord's legal representative confirms to us they have seen and accepted any such references or proof of identity checks. Marsh & Parsons will undertake reasonable checks of lawful immigration status of any potential Tenant or other persons lawfully due to occupy the property where required to do so by law (Immigration Act 2014). However, we accept no responsibility whereby a Tenant or lawful occupier does not have the right to live in the UK under the Right to Rent Bill after representing he/she does so.

### Electronic Documentation

For convenience we may require tenancy agreements to be signed electronically by either the Tenant or Landlord (whether by fax, email or website authentication). In this instance contracts are binding and admissible as evidence. All file data is stored electronically and original paperwork destroyed, should you want original contract copies then please make this request.

### Keys

In order to market and let your property effectively we require a full set of keys. We operate a secure key tag system which ensures security by providing anonymity for any set of keys. In the event that keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys. When the property is let, you must provide at least one full set of keys to each named Tenant/Occupant. Marsh & Parsons will obtain copies at your expense if necessary but we will require all relevant certificates in order to do so.

### Redirection of Mail

It is the Landlord's responsibility to arrange postal redirection services with The Royal Mail. Marsh & Parsons cannot take any responsibility for items of post which are lost or delayed or any costs incurred by the Landlord for items of mail which are delivered to the property address after it is let.

### Utilities

For Long Lets, whilst the Tenant is responsible for transferring the utilities into his/her name we strongly recommend that you ensure that your own accounts or those of the previous Tenant have been closed. It is important due to the number of suppliers in the market place that you should advise the Tenant of the suppliers used.

**PLEASE NOTE:** if we are instructed to manage the property we will contact the relevant utility providers to inform them of the change on your behalf.

For tenancies **under** six months, unless otherwise agreed and specified in the tenancy agreement, the Landlord will be responsible for the payment of all utility supplies, council tax, television license, ground rent and service charges in respect of the property for the duration of the short let tenancy. The Landlord must ensure the continuity of supply during the tenancy. Where practical, the Landlord should notify the telephone provider of user change at the commencement of a short let tenancy. It should be noted that telephone providers will accept instructions only from their client and not from the agent.

### Penalty Charge

If basic terms of a tenancy or a renewal have been agreed with you verbally or in writing and you have instructed us to proceed with the referencing of a Tenant(s) and draw up the relevant paperwork and subsequently withdraw from the offer there will be a charge of 50% of the Lettings fee or £470 inclusive of VAT, whichever is the greater amount. Other costs incurred may also be charged to you.

### Inventory, Check-in and Check-out

- The cost of the inventory, check-in and check-out will be the responsibility of the Landlord. Upon request, we will arrange for an independent inventory clerk to prepare an inventory for the Property and they will also check-in the Tenant. Costs for an inventory will vary depending on the size of the property and its level of furnishing, however, we can provide

- approximate costs. Whilst we will make every effort to give clear and concise instructions to independent inventory clerks, we cannot accept liability for any error or omission on their part.
- The check-in and check-out cost is £144 (£120+VAT) for each report.
  - Where we instruct the inventory clerk on your behalf, we will withhold £144 (£120+VAT) from the penultimate month's rent to cover the cost of the check-out. Any balance will be returned once these charges have been paid.
  - Unless otherwise instructed, we will arrange for the Tenant to be checked out against the initial inventory, where it is available, at the end of the tenancy and send you a copy of the report.

### The Gas Safety (Installation & Use) Regulations 1998

- It is the Landlord's responsibility to ensure that all the property's gas appliances and fixed installations are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- On your instruction, we would be happy to assist you in obtaining your gas safety certificate as we work with a number of local Gas Safe registered engineers. The cost incurred, in addition to our administration charge of £48 (£40+VAT), is payable by the Landlord prior to the works being instructed.
- The administration charge is not applicable for Landlords using our fully managed service.
- For the avoidance of doubt, Marsh & Parsons will not arrange for gas safety certificate renewals on a lettings Service (as defined, including rent collection) unless requested to do so by the Landlord in writing.

### The Electrical Equipment (Safety) Regulations 1994

- The Landlord is advised to ensure that all cabling, fuses and plugs are inspected and replaced when necessary with the correct rating for that appliance.
- Marsh & Parsons would be happy to assist in the arrangement of a Portable Appliance Test, the cost incurred, together with our administration charge of £48 (£40+VAT) will be payable by the Landlord. This charge is not applicable for Landlord using our fully managed service.

### The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

- It is the Landlord's legal responsibility to ensure an Electrical Inspection Condition Report (EICR) is carried out at the property by a qualified person, and any required remedial works on the report are carried out within 28 days or within the period specified in the report if sooner. If you have undertaken to organise this work yourself, we are making you aware that you are also obligated to inform your Tenants of completion within 28 days, and to pass this information to the local authority when required. An EICR report is required at regular intervals (every five years unless specified sooner) during the tenancy and should be supplied
  - to existing tenants within 28 days inspection and test;
  - available to new tenants before the tenant occupies the property; and
  - to any prospective tenants within 28 days upon request.

- Marsh & Parsons would be happy to assist in the arrangement of a EICR, the cost of which is dependent on the size of the property, measured by number of bedrooms.

### The Fire and Furnishings (Fire) (Safety) Regulations 1988

### The Fire and Furnishings (Fire) (Safety) Regulations 1988

### The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

- The Landlord warrants that they are fully aware of the terms and conditions of the above regulations including any subsequent amendments or replacement regulations. The Landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the regulations.
- It is your responsibility to ensure that any furniture purchased for the property after the date of this agreement will also comply with these regulations for the duration of the tenancy.

### Smoke & Carbon Monoxide Alarm (England) Regulations 2015

- It is the Landlord's legal responsibility to ensure the property is equipped with a functioning smoke alarm on each floor of the premises where there is a room used wholly or partly as living accommodation.
- The Landlord is advised that there is also a requirement for a carbon monoxide alarm in any room again used wholly or partly as living accommodation that contains a solid fuel burning combustion appliance, and that checks have been made to ensure that every alarm is in proper working order at the commencement of the tenancy.
- Marsh & Parsons can organise checks and or installations on the Landlord's behalf at a cost of £90 (£75+VAT) for fitting one alarm and an additional £24 (£20+VAT) for every unit thereafter, but will not do so without written Landlord instruction and payment in advance.

### Legionella Legal Requirements

- The Landlord understands that as the person responsible for the water systems within their property they have a legal duty to "ensure that the risk of exposure of Tenants to legionella is properly assessed and controlled" (Legionnaires' disease Part 2: The control of legionella bacteria in hot and cold water systems Para 2.138 pg 45 HSG274 Part 2 2014).
- Marsh & Parsons can organise a risk assessment on the Landlords behalf at a cost of £102 (£85+VAT) but will not do so without the Landlords written instruction and advance payment.

### The Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 SI 2007/991.

From the 1st October 2008, prospective Tenants of residential properties have to be provided with an Energy Performance Certificate free of charge and at the earliest opportunity, prior to entering into any contract to rent out the property. EPCs must be provided by accredited energy inspectors and will last for 10 years. Details of the regulations can be found in full at [www.legislation.gov.uk/uksi/2007/991/contents/made](http://www.legislation.gov.uk/uksi/2007/991/contents/made). The requirement is set out in regulation 5. Marsh & Parsons will arrange for an EPC on your behalf unless provided with a valid copy of one. The cost of this is £90 (£75+VAT) payable in advance when you instruct us to commence marketing your property.

### Licences

It is the Landlord's responsibility to adhere to their local authorities licensing scheme. This may require that the Landlord holds a license prior to letting out their property. The Landlord cannot name the license holder as Marsh & Parsons or any of its employees. Requirements under a scheme vary between each local authority but may be predicated on the location of the property and/or the Tenant(s) letting out the property. There are significant penalties if your property fails to meet the licensing requirements. You hereby confirm to Marsh & Parsons that your property is compliant with the local authorities requirements and you have applied for or already hold any licences necessary under the scheme. You agree to provide Marsh & Parsons with copies of any relevant licences (including applications or draft licences) upon request. As requirements under a scheme may vary between each local authority, you also agree that you will inform Marsh & Parsons of any specific licensing restrictions.

### Homes (Fitness for Human Habitation) Act (2018)

It is the Landlord's responsibility to ensure that the Property and any common parts or shared facilities are fit for human habitation at the commencement and for the duration of the tenancy.

### Indemnity

The Landlord agrees to indemnify Marsh & Parsons fully and effectively against any costs or liabilities imposed on us which may arise due to the failure of the Landlord to comply fully with the terms of all the above regulations.

### Instruction of Third Parties

Where we instruct third parties on your behalf we are acting as your agent and no liability is accepted for any actions or omissions of the third party.

### Service of Notices

Marsh & Parsons will not serve formal or legal notices to terminate any tenancy without the Landlord's instruction to do so. We will charge £60 (£50+VAT) for the preparation and service of any legal notices.

### Overseas Landlords

Where a Landlord may be considered non-resident for tax purposes he has to pay United Kingdom Income Tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from HM Revenue & Customs specifically permitting Marsh & Parsons to pay rental monies to the Landlord without the deduction of tax, Marsh & Parsons is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury on all monies received and account to HM Revenue & Customs for these monies on a quarterly basis. Landlords are responsible for obtaining their own "Exemption Certificate" and should note that any such certificate received is non-transferable between agents. It should also be noted that no interest is payable to Landlords on tax retentions made by Marsh & Parsons. Marsh & Parsons is required by Law to consider any individual Landlord who we believe or have reason to believe to be living outside the UK as non-resident and make these deductions. Whilst we will endeavour to inform any Landlord of our decision, such a decision must be final and Marsh & Parsons can accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where a Landlord is collecting rent directly and is non-

INITIALS:



# Terms & Conditions continued

resident for tax purposes then the Tenant becomes liable for the collection of tax due and Marsh & Parsons are obliged to advise him/her accordingly.

**Exemption Certificate**

Overseas Landlords need to complete the form NRL1 or NRL2 and submit it to HMRC. This is an online process; for more information go to [www.hmrc.gov.uk/international/nr-Landlords.htm](http://www.hmrc.gov.uk/international/nr-Landlords.htm). Please quote Marsh & Parsons Reference Number NA038409.

**Income and Expenditure reports and statements**

Upon request, Marsh & Parsons can provide an annual Income and Expenditure report for the tenancy or copies of 12 months' of statements. This service is free of charge for properties managed by Marsh & Parsons. For non-managed properties, we charge £120 (£100+VAT) for this service.

**Cleaning**

The property must be professionally cleaned at the tenancy start. Upon request, we can arrange for an independent cleaning firm to clean the property, which will be charged to you in accordance with our standard pricing. Tenants are responsible for returning the property cleaned to the same standard as they found, evidenced by the inventory reporting. Landlords may be required to cover this expense before reclaiming from the Tenant's deposit if a Tenant disputes this requirement.

**Deposit**

- We will obtain a deposit from the Tenant and hold it as stakeholder, as set out in the tenancy agreement. This means that before any deposit monies can be apportioned after the legal end of the tenancy we require written agreement from both Tenant and Landlord. Failing this it may be possible to refer any dispute for arbitration, or else a court order can be obtained to determine settlement.
- In the case of an Assured Shorthold Tenancy we will register the deposit with The Tenancy Deposit Scheme our administration fee for registration is £36 (£30+VAT) per annum. Any claim against the Tenants deposit should be submitted as soon as is practicable after the tenancy concludes. It is generally accepted that a 10 working day timeframe is reasonable. Beyond this point any undisputed monies should be released back to the Tenant and any amount in dispute sent to The TDS to arbitrate. Full details of the scheme and its protocol can be found at <https://www.tds.qb.com/>. It should be noted that free dispute resolution under The TDS is only available within 3 months of the lawful end of the tenancy. Marsh & Parsons accepts no responsibility for the failure to register a deposit held either by the Landlord directly or their independently appointed agent.
- For all non-Housing Act Tenancies we will obtain and hold any deposit as stakeholder. In the case of a dispute The TDS may be able to arbitrate via their non-AST dispute resolution service which requires consent of both parties and a fee of £500 or 10% of the deposit value, whichever is greater. The statutory rights of either Landlord or Tenant to take legal action against the other remain unaffected.
- The Landlord will not be entitled to any interest that accrues on the Tenant's deposit.
- Marsh & Parsons will not indemnify the Landlord against any unsuccessful deposit claims whether arbitrated over by The TDS or any other third party. Any challenged outcome would need to be independently appealed through the relevant scheme body.

**GENERAL NOTICES**

**Permissions and Consents. The Landlord warrants that:**

- Consent to let from his mortgagees, insurance companies and (where applicable) Superior Landlord has been obtained and that the Tenant will be notified in writing of any conditions of letting imposed by the mortgage lender, insurance company and Superior Landlord, prior to the start of the tenancy.
- He has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

**Commission and Interest**

Any commission, interest or other income earned by Marsh & Parsons while carrying out our duties as agent for the letting and/or management of the property will be retained by us. Supplier commission is charged to our contractors at a nominal level for the bulk work that we introduce. We work hard to drive down pricing and ensure competitive rates, and for clarity operate fixed pricing across a number of trades.

**Outstanding Fees**

The Landlord agrees that where any of Marsh & Parsons fees or commission charges remain outstanding for more than 21 days, Marsh & Parsons may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments on this or any other of your properties on which Marsh & Parsons is instructed. In these circumstances we will notify you in advance. Where we are not able to do this any outstanding debts will be referred to a debt collection agency and will at this point become subject to additional charges to cover the collection costs incurred. These charges together with all other charges and legal fees incurred will be the responsibility of the Landlord and will be legally enforceable.

**Legal Proceedings**

Marsh & Parsons cannot be held responsible for any legal proceedings for the recovery of rent or repossession of the property. We are able to appear before any Court or Tribunal, however this will be by special arrangement and subject to a fee for any such attendance of £250 (+VAT) per day, or part thereof. Marsh & Parsons will not accept service of legal proceedings on the Landlord's behalf.

**Incorrect Information**

The Landlord warrants that all the information provided to Marsh & Parsons is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Marsh & Parsons which causes us to suffer loss or causes legal proceeding to be taken, the Landlord agrees to reimburse and compensate Marsh & Parsons for all losses suffered.

**Indemnity**

The Landlord agrees to indemnify Marsh & Parsons 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.

**Amendments/Variations**

This contract constitutes the entire agreement between Marsh & Parsons and the Landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Marsh & Parsons.

**Marketing Instruction**

Should you not sign these Terms but instruct us to start marketing and viewing the property with applicants you will be bound by all of its terms.

**Complaints Procedure**

Should you have any problems with Marsh & Parsons' 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 will need to write to the Chief Executive (CEO) of Marsh & Parsons. The same limits will apply. Following the investigation of our CEO a written statement of Marsh & Parsons' final view will be sent to you; this will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter for review to the Property Ombudsman, of which we are a member (see [www.tpos.co.uk](http://www.tpos.co.uk)).

**NOTICE OF RIGHT TO CANCEL**

- Where this Agreement is signed away from a Marsh & Parsons office, you may have a right to cancel this Agreement within 14 days, starting from the day when you sign and return this agreement to us.
- To exercise the right to cancel, you must inform us in writing, either by registered post to **Marsh & Parsons' Legal Department, 80 Hammersmith Road, W14 8UD**, or by email to [legal@marshandparsons.co.uk](mailto:legal@marshandparsons.co.uk). Please state clearly your name and address, and we suggest that you include the following sentence: 'I wish to cancel my Estate Agency contract, signed on [insert date], in relation to the property at address [insert address]'
- Any cancellation notice you send will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent. If you exercise this right, the marketing of your property will be cancelled and you will be liable for the reasonable expenses we have incurred.

**This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England and Wales. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.**

**GDPR COMPLIANCE**

**How personal information about you will be used**

The following definitions shall apply to this section of the Agreement:

'Data Protection Laws' means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 and any replacement to it (and, from 25 May 2018, the GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities; and

'GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time.

Where Marsh & Parsons handles your personal information it will do so in accordance with Data Protection Laws. If you would like more detailed information on how Marsh & Parsons handle your personal information you can read Marsh & Parsons' Privacy Notice which can be found at <https://www.marshandparsons.co.uk/articles/privacy-policy> or request a copy of Marsh & Parsons' Privacy Notice from your local branch.

**PROPERTY MANAGEMENT SERVICE**

**Our Management Service includes all the provisions and terms of the Lettings Service in addition to those detailed below. Our additional Property Management services are as follows:**

**Management Inspections**

We will undertake to inspect your property twice a year. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden or latent defects. A fee of £120 (£100+VAT) will be charged for any additional visits or inspections requested.

**Repairs and Maintenance**

- For all managed properties, we will arrange for a gas safety certificate to be obtained from a Gas Safe registered engineer. There is no administration charge for properties managed by Marsh & Parsons for doing this.
- We will deal with day-to-day management matters including all contact from your Tenant such as telephone calls, emails, faxes and letters.
- In the interest of your property upkeep we will attend to minor repairs and maintenance of the property and its contents that we consider necessary up to a maximum of £500.
- We will contact you for permission to proceed if the cost of the work exceeds this amount (or another amount to be agreed in writing). However, in emergencies and where we consider it necessary, we will act to protect your interests without consultation.
- If requested, we can obtain estimates for your consideration for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of work.

**Payment of Outgoings**

- If requested and where we hold sufficient funds, we will pay ground rents, service charges, insurance premiums and any regular outgoings from the rental income, as and when demands are received. We will always act in your best interests and we will question any obvious discrepancies, however we will pay accounts that we believe to be correct.
- If we do not hold sufficient funds we cannot pay any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
- A float of £500 is required at the commencement and during the term of the management, to enable us to meet any expenditure on your behalf.

**Transfer of Utilities**

- Providing that the Landlord informs us of the names of suppliers and the relevant utility account numbers, and where the Tenancy Agreement states that the Tenant is responsible, Marsh & Parsons will endeavour to notify existing service providers and the local authority that the Landlord's accounts should be transferred into the Tenant's name.
- Marsh & Parsons recommends that you also contact the relevant utility service providers and the local authority, as in many cases they will only take instructions from the account holder. Marsh & Parsons cannot accept liability for any losses suffered by the Landlord as a result of his failure to contact suppliers directly.
- The utility companies and the local authority will send the relevant forms to the new occupier(s) to be completed and signed. It remains the Tenants' responsibility to ensure that a new account is opened in their name and Marsh & Parsons cannot be held liable if services are disconnected or are not transferred by the utility companies.
- Marsh & Parsons cannot be held liable should the service companies cut off the supply to the property for any reason.

**Keys**

In order to be able to manage your property effectively we require a full set of keys. These will be held in our local office under a secure system and made available to our approved suppliers or any other party authorised by you.

**Dealing with Third Parties**

Where requested Marsh & Parsons will liaise with the Landlord's accountants, solicitors, managing agents, mortgagees and insurance companies.

**Empty Properties**

Our Management Service does not include the supervision of empty properties. Once a property is untenanted we cannot pay bills on your behalf or instruct contractors.

**Refurbishment Services**

We are able to advise on and project manage the redecoration and refurbishment of our clients properties to maximise their letting potential. A fee of 10% + VAT of the total cost of works is payable for this service.

**Insurance**

- We are not authorised to advise you on insurance matters and are unable to notify insurers or complete any documentation relating to potential claims on your behalf.
- We will notify you where we believe that damage to your property has resulted from an insured risk and will also obtain estimates for repairing the damage, which can be supplied to the insurers. We can arrange for the repairs to be carried out upon your instruction via our refurbishment service.

**Minimum Period of Appointment of the Property Management Service**

The minimum period of our appointment to manage the property is three months (six months for Premium Managed properties), thereafter this agreement can be terminated by either party giving one month's written notice. In this event, we will revert to the Lettings Service only.

**PREMIUM PROPERTY MANAGEMENT**

**Senior Property Manager**

We will assign the management of your property to a Senior Property Manager within our department, they will undertake to visit the property both at the start of the tenancy and at the end. These visits are intended to familiarise themselves with the property in the interests of ongoing management, and to make observations in order to conclude management at the tenancy end. These visits are not intended to substitute the formal inventory process.

**Annual rent appraisal**

For all Premium Managed properties our local Lettings Manager or Valuer will attend the property at any renewal point to professionally assess its value. The information from this visit will be fed directly back to our Renewals Department and presented to you in a formal valuation letter. Please note that this visit is dependent upon access being given.

**Assigned Finance Partner**

We will assign to you a Senior Client Accountant who will be a direct point of contact for any accounts related queries.

**Complimentary safety service**

A choice between a free gas safety inspection, portable appliance test, or legionella risk assessment along with the accompanying report.

INITIALS:

# Property Management Questionnaire

Have you chosen our management service? If so, please complete this section.

## Utilities

Due to the large number of service providers, it is important for your Tenant to have accurate information to enable them to correctly transfer the utilities into their name. Please therefore complete the information below as comprehensively as possible:

Gas provider: _____	Account number: _____
Electricity provider: _____	Account number: _____
Council Tax: _____	Account number: _____

## Keys

From time to time it may be necessary to cut duplicate keys for your property. Please sign below to confirm that you authorise us to obtain keys on your behalf, (if your lock is Banham, please ensure you provide the gold key cutting authorisation card):

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

## Leasehold Details

Freeholder: _____	Contact: _____
Address: _____	
_____	Tel No: _____
Fax number: _____	E-mail: _____

## Managing Agents

Freeholder: _____	Contact: _____
Address: _____	
_____	Tel No: _____
Fax number: _____	E-mail: _____

## Utilities

Please state the location of each meter and provide any keys needed for access:

Gas meter: _____	Electricity meter: _____
Water meter: _____	Fuse box: _____

To ensure that we don't incur any unnecessary repair charges on your behalf, please let us know if any of the following are covered by a maintenance contract or guarantee and provide copies of any relevant documentation.

Heating:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Fridge/Freezer:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Washing machine:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Tumble dryer:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Dishwasher:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Oven:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Burglar alarm:	Yes <input type="checkbox"/>	No <input type="checkbox"/>			

(Please provide code and operating instructions) \_\_\_\_\_

To satisfy the high levels of tenant demand we've seen since reopening our office network we are excited to offer new clients a letting commission free period of 6 months from the start of their new Tenancy, subject to the following terms;

#### **Addendum - 1.1. Letting Service Introductory Commission**

1. Our Introductory Commission fee of 10% + VAT charged as a percentage of the annual rent will be suspended for the first 6 months only subject to;
  - Agreement of Marsh & Parsons Lettings Terms of Business which accompany this page
  - Sole agency instruction until 31<sup>st</sup> January 2021
  - The property must fall within the geographical catchment area mapped below
  - The property must be available within 90 days of 31<sup>st</sup> January 2021
  - A 'To Let' board and 'Let By' board must be displayed outside the property (unless prohibited from doing so)

#### **Addendum - General Notices**

2. General notices
  - Our offer is limited to the first 50 agreed tenancies
  - The offer is not applicable to tenancies shorter than 6 months or short lets
  - Our fees will be collected in accordance with our original terms - for the avoidance of doubt the balance of fees due will be collected as set out in Marsh & Parsons' Lettings Terms of Business
  - This offer will not apply to any tenancy agreement signed after 31<sup>st</sup> January 2021
  - Fees in respect of Property Management Services are excluded from this offer
  - Any breach of our Addendum terms will result in default to our original terms

#### **LANDLORD**

Name\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

#### **LETTINGS MANAGER**

Name\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

**MARSH & PARSONS**