



**Terms & Conditions of Business**

This agreement sets out the services we provide and set out your responsibilities as the landlord.

**Between**

Company Name: **Richard & Co Residence Ltd**  
Registered Address: 172 High Road Leytonstone, London, E11 3HU

**And**

Legal Owner(s)/Company: \_\_\_\_\_

Home/Office No: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Other: \_\_\_\_\_

E-Mail Address(s): \_\_\_\_\_

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

\_\_\_\_\_

Post Code: \_\_\_\_\_

Correspondence Address (if different from above): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post Code: \_\_\_\_\_

\_\_\_\_\_

This agreement sets out the services we provide you and also sets out your duties as a landlord. Please speak to us if you do not understand any part of this agreement. You will be bound by this agreement as soon as you sign it and return it to us.

**Please read this document carefully, sign and scan the signed document by e-mail to us, [info@richardresidence.co.uk](mailto:info@richardresidence.co.uk) and post original signed document back to us.**

### Instruction and Schedule of Costs

The Property Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

**Services:**

(Please tick)

Full Management Service	15%	<input type="checkbox"/>
Let Only Service	10%	<input type="checkbox"/>
Rent Collection Service	12%	<input type="checkbox"/>

**Tenancy Service(s) Required:**

Professional Cleaning + VAT		<input type="checkbox"/>
Gas Safety Certificate (annual)	£95 + VAT	<input type="checkbox"/>
Energy Performance Certificate	£85 + VAT	<input type="checkbox"/>
Check-in/Inventory + VAT		<input type="checkbox"/>

*Please note, we reserve the right to carry out any of the above services on your behalf, if they have not been carried out or to a satisfactory standard before the commencement of the tenancy.*

Inventory	Furnished	Unfurnished	Check Out	Furnished	Unfurnished
Studio	£120	£100	Studio	£80	£70
1 Bed	£130	£130	1 Bed	£100	£90
2 Bed	£180	£160	2 Bed	£120	£100
3 Bed	£200	£180	3 Bed	£130	£110
4 Bed	£220	£200	4 Bed	£140	£120

Professional Clean	Price	Including Carpets
Studio	£95	+ £40
1 Bed	£125	+ £60
2 Bed	£150	+ £100
3 Bed	£175	+ £140
4 Bed	£220	+ £160

## 1. Responsibility for payment of fees, Costs and other charges.

The Landlord agrees that upon selecting one of the services and the signing of this document that commission is payable to Richard & Co and all charges are plus VAT. When a tenant is found and a holding deposit has been taken. The commission is deducted from the Clients/Companies/Landlords first account statement and the balance due will be paid **within 5 – 7 working days after the tenant(s) have moved in.**

## 2. Our Services

### 2.1 Letting Only Service

Richard & Co will:-

- 2.1.1 Market and advertise the property on Richard & Co website and others which we are members of, as well as erecting a board for marketing purposes.
- 2.1.2 Accompany prospective tenants to view the property.
- 2.1.3 Negotiate offers received for the property and submit any offers received to you and then conclude the terms to be granted in the Tenancy Agreement.
- 2.1.4 Take up references, including credit checks, employment references and previous landlord references (if applicable) through a referencing agency, this does not apply if otherwise agreed by you. For instance if tenant pays all monies up front and you agree to it.
- 2.1.5 Draft a Tenancy Agreement for you and the prospective Tenant at a cost of £100 + VAT
- 2.1.6 Ensure that an appropriate Tenancy Agreement is signed by you/us and the Tenant(s) in order to complete the letting. Richard & Co will sign on behalf of the landlord.
- 2.1.7 Collect the initial payment of rent and deposit.
- 2.1.8 We will either e-mail or send via 1<sup>st</sup> class your First Account Statement within 5 days of the let Including any payment due to you under this agreement.

### 2.2 Rent Collection Service

- 2.2.1 In addition to providing services in 2.1 above Richard & Co will:-
- 2.2.2 Receive rent.
- 2.2.3 Prepare statements on receipt of the rent and pay the net amount to the landlord.
- 2.2.4 Richard & Co turn around for transferring rentals to the landlord is 2 - 3 working days from the day we received the rent in cleared funds and/or earlier.
- 2.2.5 Send out standard reminder letters if rents are not received on time.
- 2.2.6 When you are using our rent collection or management service, we will use our best endeavours to arrange a stranding order to be set up so that the tenant can send future payment direct to us. Statements will be sent to you after receipt of cleared funds, less our agreed fees and expenses into your nominated bank/building society account.
- 2.2.7 We cannot be held responsible if the tenant fails to pay his/her contractual rent. We will however take such action in your name as appropriate in the circumstances to recover rent arrears by serving the appropriate letter to their home address. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for their legal charges and expenses, except in the event you have legal cover in place.

### 2.3 Full Management Service

When Richard & Co are appointed as managing agents then in addition to our services as in 2.1 and 2.2

- 2.3.1 We can arrange to pay current outgoings such as ground rent and service charges and supplier invoices when demands are sent providing we are in receipt of full funds to cover them. Richard & Co is entitled to accept and pay without question demands and accounts which appear to be in order, though any obvious discrepancies will be queried. Please note that standing charges such as insurance, service charges and ground rents can only be made upon receipt of an invoice requesting payment. We cannot take responsibility for any consequences of bills not being forwarded to us by companies concerned. It is imperative that you expressly instruct your insurer, managing agent and head leaser to forward any demands for payment directly to Richard & Co at the commencement of each new tenancy. No such payments will be made without you express consent.
- 2.3.2 Deal with day-to-day management matters including repairs to a maximum limit of your working fund for any one repair item. In order to cover these outgoings, a minimum working fund (usually £ 500) will be retained per managed property. In the event of an emergency, Richard & Co reserve the right to instruct works to be carried out in order to minimise any possible delay or damage to your property.
- 2.3.3 Instruct, at your expense, an independent inventory clerk to prepare and check an inventory and schedule of condition prior to the commencement of the tenancy. (note see 7 for costs)
- 2.3.4 Arrange for an annual Gas Safety Report to be made by registered engineer, at your expense and provide a copy

- to you and the Tenant and in the event that works are required to be done prior to the letting, to liaise with you over instructing an engineer to carry these out.
- 2.3.5 Visit the property every 6 months during the tenancy, or if specifically requested on a more frequent basis, on payment of £50 per additional visit, to check that the property is being kept in good order and no damage has been sustained. Any such visit can extent only to apparent and obvious disrepair and will not amount in any way to a structural survey.
- 2.3.6 Advise you on compensation and damages which may be due from the tenant at the end of the tenancy according to the inventory check out report and subject to having sufficient funds to organise repairs or replacements.
- 2.3.7 If compensation appears due to the landlord then to write to both you and tenant setting out the claim and to liaise between the parties and if appropriate make a deduction from the deposit held. (See section on Deposits)
- 2.3.8 Liaise with utility suppliers as appropriate. Please note, that Richard & Co or the tenants cann ot be held responsible for retaining a particular telephone number at the property. Should you require the number to be retained you must contact the provider and make these arrangements directly with them and let us know that you have done so before tenancy commences.
- 2.3.9 Where property is a licensed house in multiple occupation in accordance with the meaning of the Housing Act 2004, Richard & Co shall visit the property as often as may be required under the terms of the license and/or by the Tenants in the premises and/or by the local Authority as they may request or direct.

## 2.4 TERMINATION OF MANAGEMENT APPOINTMENT

You or we may at any time terminate our management appointment by giving not less than 2 months prior written notice. **Notice given by either party does not affect our right to receive payment of our continuing charges set out under this Agreement..**

## 2.5 EXCLUSIVE RIGHT TO RE-MARKET AND RE-LET

- 2.5.1 Richard & Co will have one month exclusive right to re-market and re-let the property, if Richard & Co is not able to Re-Let the property the landlord has all rights to market with other agents,
- 2.5.2 Richard & Co will calculate Pro-Rata refund after the break clause period ended.

## 3. COMMISSIONS

### 3.1 Letting Only Service (10%)

- 3.1.1 Our commission is 10% of the total rent for the Tenancy.
- 3.1.2 All commissions will be taken from the initial rent deposit received and any balances due are payable before move-in date or within seven days of invoice whichever we requested exclusively.
- 3.1.3 All our commissions, fees and charges must be cleared before the tenant moves into the property.
- 3.1.4 Richard & Co reserves the right of not to hand over the keys to tenant until all our fees are cleared.
- 3.1.5 Richard & Co reserves the right of not to forward you the Tenancy Deposit and/or any rental payments until all of our fees, commission and charges are cleared. If any liability rise from non-registration of Tenancy Deposit, Richard & Co cannot be held liable for it. It is an ultimate responsibility of Landlord to register the Tenancy Deposit.
- 3.1.6 Renewal commission becomes due on commencement of renewal, extension, rolling contract or new agreement. Please see section 4 Renewal Commission for payment and other details.

### 3.2 Letting and Rent Collection Service (12%)

- 3.2.1 Our commission is 12% of the total rent for the Tenancy.
- 3.2.2 Commission will be taken from the initial rent received and remainder from the next rent received or is payable within seven days of invoice.
- 3.2.3 Renewal commission becomes due on commencement of renewal, extension, rolling contract, hold-over or new agreement.

### 3.3 Full Management Service (15%)

- 3.3.1 Our commission is 15% of the total rent for the Tenancy.
- 3.3.2 Commissions will be taken upfront unless it has been pre agreed in writing prior to the start of the tenancy.
- 3.3.4 Renewal commission becomes due on commencement of renewal, extension, rolling contract, hold-over or new agreement. Please see section 4 Renewal Commission for payment and other details.

#### 4. Renewal Commission

- 4.1 Richard & Co will endeavour to contact both the landlord and tenant before the end of the tenancy to negotiate an extension of the tenancy, if so required.
- 4.2 In the event that the tenant renews, extends, keeps rolling contract, hold-over and/or enters into a new agreement for which rental income is received, commission becomes payable to us. ("Renewal Commission")
- 4.3 The Renewal commission fee is payable on the commencement of the renewal, extension, rolling contract, hold-over or new agreement
- 4.4 The Renewal Commission fee is charged as a percentage of the total rental value of the agreed term of the renewal, extension, rolling contract, hold-over or new agreement.
- 4.5 Renewal Commission will be due in respect of renewals, extensions, rolling contracts, hold-over and new agreements where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 4.6 Renewal Commission will be due whether or not the renewal, extension, rolling contract, hold-over or new agreement is negotiated by Richard & Co.
- 4.7 Payment of renewal commission on letting only service will be invoiced to you and is payable within 7 days from the date of invoice. We reserve the right to contact and collect the initial rental payment from tenant on any renewal, extension, rolling contract, hold-over or new agreement commencement. We deduct our fees and commission from this rental payment and forward you an invoice with the remaining balance to be paid by you or we will forward you an invoice with remaining balance paid to you after deducting our fees and commission.

#### 5. Sale of the Property Subject to the Tenancy

The Landlord's obligation to pay the standard Letting Commission or combined Letting and Management Commission under the Terms of Letting for Residential Property ("The Agreement") shall continue until the termination of the Tenancy even if the Landlord sells the Property during the currency of the Tenancy with that Tenancy continuing, except where the Landlord procures that the purchaser of the Property enters into a written Agreement with Richard & Co on the same Terms as this Agreement and Richard & Co agrees to enter into such a new Agreement with that purchaser. Richard & Co reserves the right to refuse to enter into such an Agreement for any reason whatsoever.

#### 6 Tenancy Agreement/Renewal Agreement

- 6.1 An appropriate form of Tenancy Agreement can be prepared by us for which a charge of £105 will be made and £80 for any Tenancy renewals.
- 6.2 Richard & Co use standard terms in tenancy agreement if you need any special terms please let us know. For instance Term required by your mortgage provider etc.
- 6.3 Our policy is only to use our own 'Richard & Co' Tenancy Agreement but, if a Landlord provides his own Tenancy Agreement or accepts any Agreement other than ours, administration fee of £35 will be charged. Richard & Co accepts no liability for any Tenancy Agreement used where this has been provided by the Landlord or his solicitors.
- 6.4 If the Tenant provides his own Tenancy Agreement, Richard & Co does not accept any responsibility for the Terms contained therein. The Landlord should instruct a solicitor to check and complete this Tenancy Agreement at your own cost and complete it.

#### 7 Instructions to Solicitors

The Landlord will be informed of any breaches of the Tenancy brought to Richard & Co attention. However, if legal action is required the Landlord will be responsible for instructing his/her solicitor and for all fees involved. Richard & Co can provide the solicitor with any relevant documentation required, if held by us.

If any of Richard & Co staff are required summoning at your solicitor's offices or at Court, then you will be charged for this service at £50 per hour.

#### 10. DEPOSITS

- 10.1 Membership and Policy of Richard & Co.
- 10.1 Richard & Co is a member of the Government Approved Deposit Schemes.
- 10.2 We reserve the right to use and register deposit with any of deposit schemes including those who are not listed in the terms and conditions for any of our landlords regardless of their status. (UK resident or Non UK Resident)
- 10.3 We will charge £50 administration fee for registering any such deposit.

- 10.4 Landlords need to make sure all pending document we requested have been signed and copies of those documents have been received by us.
- 10.5 Landlords need to make sure all of our fees; commissions and charges have been paid and cleared.
- 10.5 Landlords need to provide any legal and statutory information required under Tenancy Deposit Schemes and any LAW governing such deposits to us.
- 10.6 Landlords will be responsible for any non-registration of deposits and/or for delaying any registration of deposits.
- 10.7 Landlords will be responsible for providing information on refund of deposit at the end of tenancy to Tenant(s) and Richard & Co.

## 10.2 Non Assured Shorthold Tenancies (Non AST)

- 10.2.1 For all non-Assured Shorthold Tenancies (non AST), Richard & Co will obtain and hold as stakeholder a deposit (if collected) from the tenant 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 by the tenant.
- 10.2.2 A Non Assured Shorthold Tenancies Deposit under current administration of deposit schemes cannot be registered thus Richard & Co will hold any such deposits in our Damage Deposit Bank Account and provide necessary information to tenant and landlord.
- 10.2.3 The deposit will be held in accordance with terms of the tenancy agreement.
- 10.2.4 Any Interest earned on the deposit will be retained by Richard & Co.

## 10.3 Deposit Held by Richard & Co

- 10.3.1 If Richard & Co is instructed by the Landlord to hold the Deposit; we shall do so under the terms of the tenancy deposits scheme.
- 10.3.2 The deposit will be kept by Richard & Co as Stakeholder throughout the tenancy.
- 10.3.3 Richard & Co will charge their standard fees for registering any such deposits.
- 10.3.4 Richard & Co will hold those deposits from tenant against (including but not limited to) unpaid rent, bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the agreement by the tenant.
- 10.3.5 Richard & Co reserves the right to hold and register deposits on any of its Services and charge landlord with administration charge for registering any such deposits.

## 11 Permission and Consent

As a prospective Landlord you warrant that consent to let from your mortgagees has been obtained and are responsible for the following:-

If the Property to be let is leasehold, you must ensure that:-

- The lease permits the Property to be let.
- The permission of the Head Lessor is obtained.
- The letting is for a period expiring prior to the expiry of the lease.
- Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained

- 11.1.1 The terms of the mortgage allow the property to be let and you obtained permission from the mortgage company. Applying for permission after the property is let could prejudice the tenancy.
- 11.1.2 When requested you must supply us with a copy of any Head Lease and/or copy of pages detailing right to let property (rent out) and your rights as a landlord.
- 11.1.3 Where you are a joint owner, you have ensured that all the owners are named in the tenancy agreement and that you have been authorised to give instructions on their behalf.

## 12. Statutory Compliance

- 12.1 You hereby warrant to Richard & Co that all furniture and furnishings in the property comply with Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 12.2 You warrant to Richard & Co that you are entitled to let the property and are the owner of it.
- 12.3 You will provide an annual gas safety report from a GAS SAFE registered engineer (dated not less than one month before the commencement of an tenancy) in all cases where we are instructed on a "let only" basis whether an initial letting or a renewal of a tenancy and in the event that you do not, Richard & Co reserve the right to

- obtain such a report at your expense.
- 12.4 You undertake to indemnify and pay to Richard & Co all loss, damage, costs, claims, liabilities or expenses, including any indirect or consequential loss which Richard & Co suffers or incurs arising from or in connection with any breach of your warranty above or by reason of a claim for any loss, damage or injury whatsoever made against us by any third party arising out of the Landlord's failure or alleged failure to comply in full with all fire regulations or by reason of any similar claim which is made against the Landlord by any third party.
- 12.5 All buildings in the private rented sector require an Energy Performance Certificate (EPC). This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy.

**Declaration**

- 1: **I/we am/are** aware of my/our obligations as landlord(s) regarding Deposits taken from tenants, which needs to be registered with government approved scheme within 30 days.
- 2: **I/we am/are** aware that if we do not register the deposit within 30 days of receiving the deposit, Court can fine up to three times the deposit amount.
- 3: **I/we am/are** aware that if we do not answer any questions and/or provide required information, Richard & Co have the right to register the deposit and hold monies on our behalf and Richard & Co will charge their standard fees for registering any such deposits.
- 4: I/we like to bring notice to Richard & Co that

Options (*please tick*)

- 1. Richard & Co will Register Deposit and Hold monies on **my/our** behalf, registration cost of £50 + VAT will apply.
- 2. **I/we am/are** members of a government approved scheme will register deposit myself/ourselves and provide mandatory legal information to tenant and parties concerned.
- 3. **I/we am/are** not members of any approved scheme but will register deposit myself/ourselves and provide mandatory legal information to tenant and parties concerned.

9: My/our bank details to which Deposits, Monthly rentals and any balance to be sent.

**Name of Bank:** \_\_\_\_\_

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

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

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

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

**I/We**, the undersigned landlord(s) hereby appoint Richard & Co as Agent on my/our Behalf on the terms of this agreement.

**I/We** undersigned **am/are** the only people with any interest in the property.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_