

## **TERMS AND CONDITIONS OF BUSINESS**

### **Letting Service:**

1. A pre-letting inspection of the property will take place with an initial visit to view the property, a marketable rental value is to be discussed and will need to be agreed with you in advance and to market the property at this agreed rental.
2. As and when we have parties interested in viewing your property, we will either accompany these people to your property or arrange to meet the Landlord at the property.
3. Once a Tenant shows an interest in your property we will take a one week holding deposit from them to confirm their interest, then negotiate and agree the terms with you. Unless we are instructed otherwise, we shall endeavour to take up references on the tenant/tenant company and, although we will use our reasonable endeavours to ascertain their accuracy where we consider it appropriate, in accordance with our normal practice we cannot accept responsibility for the correctness or otherwise of information which may be communicated to us by way of reference. We will not be warranting the Tenant(s) as suitable.
4. A professional Inventory is strongly advised in all cases to avoid difficulties arising from damage claims. It is recommended to instruct PropertyTime to organise the use of a Professional Independent Clerk (Please note we do not employ Inventory clerks). The Landlord is responsible for the cost of the creation and checking in of the inventory with the tenants at the beginning and end of a tenancy. The charge for preparing an Inventory and for checking the Tenant in and out will vary depending upon the size of the property.
5. PropertyTime uses three different types of Tenancy Agreements. Landlords instructing their own solicitors or any third party to prepare an Agreement must be responsible for all fees the third party may charge. The type of agreement to be used will be chosen with accordance to the circumstances of the Tenancy:
  - a) If the Tenant is an individual and the rent is less than £100,000 per year we will use an Assured Shorthold Tenancy Agreement. PropertyTime is licensed to use the agreement recommended by the National Association of Estates Agents (ARLA). There is no longer a minimum period for such lettings however no possession order can be effective within the first 6 months of the tenancy commencing. If the Tenant fails to surrender possession of your property at the end of the initial term and in accordance with your Section 21 Notice you will require a possession order.
  - b) If the total rent payable is £100,000 or more per year or at a proportionate level for a shorter tenancy, the Tenancy Agreement cannot be an Assured Shorthold. We will need to draw up a Common Law Agreement. This type of Tenancy is not governed by the Housing Act 1988 however it is subject to other statutory regulation which means you must obtain a possession order from the County Court before a tenant can be evicted. These agreements and the relevant Notices are available for inspection before the tenancy commences at the Landlord's request and we will be happy to include any additions the Landlord or Landlord's solicitor requests. Should the Landlord wish to use his/her own agreement, please ensure that a copy is made available to us at the earliest convenience. If a Landlord provides their own Agreement, we cannot be held responsible for its implementation.
  - c) The third type of Tenancy Agreement we use is Company Contracts these agreements have no rent restrictions and usually include more pre-contractual negotiation. The agreement is for a Fixed Term.

6. We will ask you for written and/or verbal confirmations of your instructions to proceed with a letting. Upon receiving any written or/and verbal confirmation you authorise PropertyTime to sign any of the necessary documentation on your behalf included the relevant Tenancy Agreement.
7. Unless otherwise agreed the usual amount we will endeavour to collect as a security deposit from the Tenants is 5 weeks rent. PropertyTime will not hold any deposit amount on behalf of the Landlord (unless otherwise agreed). The Landlord is required by law to register or insure the deposit under a government backed scheme and issue the Tenant with a certificate from their chosen Scheme within 14 days of the tenancy commencement date (Please visit [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) or [www.mydeposits.co.uk](http://www.mydeposits.co.uk) for more information). It is important that if the Landlord is holding the deposit, they ensure that sufficient funds out of future rents are held to maintain the original deposit paid and held in a separate bank account.
8. Unless otherwise agreed with the Landlord tenants pay council tax. The ingoing Tenant will be instructed to apply to all utility companies i.e. council tax, water, electricity, gas and telephone companies to have the services transferred into their names. It is also advised that the Landlord contact all the utility companies to notify them of the new Tenants in order to cover themselves against any discrepancies.
9. Unless otherwise agreed, the Rent quoted by PropertyTime to the Tenant on your behalf will be inclusive of all outgoings for which the landlord is liable for i.e. Service Charges and Ground Rent, but will exclude Gas, Electricity, Telephone, Television Licence, Water Rates and Council Tax. In most tenancies the Tenant will be responsible for these bills.
10. We will endeavour to arrange for a standing order to be set up so that the Tenant can pay the future rent payments directly into your bank account.
11. PropertyTime will not accept responsibility if the Tenant fails to pay their contractual rent. We will however, out of courtesy, write to the Tenant to his or her home address requesting and advising the Tenant to either contact the Landlord and or immediately make the correct rent payments. If we are not acting as managing agents we have no authority and agreement with the Landlord to negotiate any rent arrears, instruct solicitors or other legal proceedings and arbitration that may be brought against the Landlord in connection with the property.
12. It is not part of our normal function to forward client's mail. Therefore no responsibility can be taken for client's mail and it advised that it be redirected via the Post Office.
13. It is recommended that all Landlords have the property professionally cleaned by using a Professional Cleaning Company, prior to the commencement of the Tenancy. The property should be presented in very good condition and ready for occupation. By law (Landlord and Tenant Act 1985) all machines, appliances including electrical equipment, gas meters, electric meters, boilers, taps, white goods, and bulbs provided with the property should be in full working order, and been recently serviced. Clear instructions should be provided on how to use any machines left in the property. Where applicable gardens should be kept to a good seasonal standard.
14. PropertyTime will not be liable to compensate the Landlord, the Tenant, or 'any Third Party' for any financial loss or inconvenience, however suffered, due to failure of any appliances or systems on the premises, or if applicable in the common parts or any other part of the building of which the premises form part of.
15. Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to sub-let the property furnished. We strongly advise that you obtain your mortgagee's permission to sub-let (if required) in principle, at the earliest date rather than applying for this when a tenant is found or has moved in. If you are the Leaseholder, you may require your Freeholders consent. Authority to let the property should be obtained from any joint owners(s) who should be named in the Tenancy Agreement. Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several.

16. In accordance with the Landlord and Tenant Act 1987 we are obliged to include your full name(s) and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales; to which notices (including notices in proceedings) may be served upon you. We will require this information before a tenancy commences. If this information changes during a tenancy you must notify both your tenant and us immediately.
17. We will require a set of keys for viewing of your property with potential tenants. We will hold these keys in a secure key system within our office in Belsize Park. PropertyTime cannot be held liable for lost or unaccounted keys. Keys will only be held within our office for fully managed properties.
18. The Landlord must ensure that the building and contents insurance cover is adequately insured and that the policy covers furnished lettings; please note that many households policies do not do so. Failure to notify your insurer that the property is let could render the policy void. You should obtain detailed advice from your insurers as to the nature and extent of cover required. It is strongly advised you arrange for an insurance policy which covers content, loss of rent and legal expenses.
19. PropertyTime or any staff will not be able to wait in the property in the event that you or we instruct a contractor to attend the property and he/she is unable to collect keys from our office.
20. The Landlord will indemnify and keep us indemnified from and against any and all losses, damage or liability whether criminal or civil, suffered from or during the time that we are were acting on his/her behalf.
21. The Landlord is responsible for notifying the Inland Revenue of the Tenancy. Income from letting property in the UK is subject to UK income tax, even if you are resident abroad. The liability for tax arises whether the non-resident Landlord is an individual, an overseas registered/resident company or an overseas-resident trust. In April 1996 the legislation under section 42A, Income Tax and Corporation Taxes 1988 came into effect. From 6 April 1996 the non-resident Landlord can apply directly to the Inland Revenue (or through their accountant) for exemption from deduction of tax at source from rental income.
22. If the Landlord sells the property to a tenant introduced by PropertyTime (either after entering into a tenancy agreement, or otherwise, and whether by transfer of the Landlord's interest in the property or the grant of a lease) the commission on the sale of the property, will be at the sole agency rate of the PropertyTime Sole Agency Fee of the sale price. This amount will be payable to PropertyTime on the exchange of the sale. If the Landlord sell's the property to a third party and the tenant introduced by PropertyTime remains in occupation the Landlord will be liable for all PropertyTime fees until the Tenant vacates the property. Landlords are therefore advised to inform the purchaser in writing that the Lettings Fee will be paid by the purchaser; otherwise the Landlord will be responsible for PropertyTime's fees until the tenant vacates the property.
23. All PropertyTime fees are subject to VAT at the governing rate.
24. PropertyTime reserve the right to alter the terms of the contract between the Landlord and ourselves upon giving two months written notice, after which the new terms will deem to be in force. Any changes will not relate to old or existing tenancies.
25. Unless the Tenant voluntarily surrenders possession of the property it will be necessary to serve the Tenant with a valid Notice. The precise form of the Notice; the length of the notice period; and the expiry date depends upon the type of Tenancy that has been granted. Sometimes a Tenant will fail to comply with a Notice and you may need to commence County Court proceedings to obtain a possession order.

26. In the case of Tenants using their break clause (if applicable), fees will only be credited to the Landlord on a pro rata system from the date of vacation upon the commencement of a new tenancy introduced by PropertyTime and provided the credit is requested by the Landlord within one month of the date of vacation. If for any reason the property is vacated before the relevant break clause, the full intro fee is retained. Should the Landlord terminate the agreement for any reason whatsoever no refund will be made.

No fees shall be refunded should the Building Society/Mortgage Company gain possession under Grounds 1 & 2 of Schedule 2 under the Housing Act 1988.

27. Should the Tenant leave the property of his or her own accord, prior to the expiration of the Tenancy, it is the Landlord's responsibility to take the appropriate legal action to recover any outstanding rent or compensation from the Tenant.

28. Our Letting Service does not include supervision of the property when it is vacant (e.g. waiting to be let), however our lettings staff will report any problems that may come to the attention when they are visiting the property with applicants.

29. Unless otherwise agreed with the Landlord and/or property covenants disallow, PropertyTime reserves the right to erect a To-Let board at the property. The Town and Country Planning (Control of Advertisements) Regulations 1989 does not allow for more than one estate agent's board to be displayed on your premises therefore you agree not to allow the display of any other estate agent's board and/or to arrange the removal of any other estate agent's board if already displaying on premises before a PropertyTime board can be erected.

30. By signing and returning of this Agreement, by either the Landlord, or his/her duly authorised representative, we shall be deemed to be irrevocably instructed by Landlord on his/her behalf as the Landlord's Agent and with the Landlord's full authority to sign or execute on his/her behalf all documents necessary to effect an Assured Shorthold Tenancy, or any other tenancy, of the property upon terms previously notified to the Landlord and in the event of the Landlord being uncontactable upon terms we consider reasonably acceptable to the Landlord.

31. The Landlord grants sole agency to let the property to PropertyTime for 6 weeks of signing of this agreement (unless otherwise agreed between the Landlord and PropertyTime) The Landlord acknowledges by signing the agreement that if he appoints any other agent during this period to find a tenant that he may be liable for two agents fees. If any person introduced by PropertyTime whether organised through PropertyTime or separately transacted directly with the Landlord, or through another agent, our sole agency fee will become payable immediately.

## Management (In addition to the above)

32. PropertyTime will arrange for the inventory to be checked at the termination of the Tenancy. Any breaches of the Agreement that may have occurred during the Tenancy will be recorded and relayed to the Landlord, a copy of this report will also be sent to the Tenant. Both parties must agree what amount (if any) is to be deducted from the Deposit.

33. PropertyTime will carry out a routine visit to the property twice a year (if no serious defect requiring investigation has been reported to us in the meantime) and report to you on each occasion. It should be appreciated that any such visit and assessment of those defects which are brought to our notice would be of a cursory nature and would embrace only apparent or obvious defects. It would not amount in any way to a structural or other survey. Any further visit by us; or a structural or other survey by a qualified body would be by special arrangement and subject to an additional fee. We cannot be held responsible for any hidden or latent defects within the property.

34. PropertyTime agrees to deal with matters of redecoration, renewal, replacement or repair with oral authority (except in the case of an emergency and/or when it is impractical to do so). Except in an emergency whenever practical, estimates will be obtained and submitted to you for works. Upon receipt of your written approval of such estimates we will organise and inspect all works.
35. PropertyTime will put in hand any cleaning and repair works arising from the inventory where there may be damage by the tenants and obtain estimates for major works if appropriate. We will submit the same to both you and the tenant, requesting written agreement of the amount to be deducted from the deposit.
36. PropertyTime will arrange any cleaning and minor repairs, on a change of tenancy, during our management.
37. Unless otherwise agreed in writing in advance, our appointment as Managing Agents is for the duration of the tenancy as defined in this Agreement, subject to three months written notice to terminate on either side. In the event such termination takes place, PropertyTime remain entitled to commission for introducing the tenants(s) as defined earlier in the agreement.
38. We emphasise that our standard management service, as set out above, does not apply when the Property is not let. We shall be pleased to discuss your requirements for our Caretaking service during void periods, which is subject to a separate charge.
39. All works and repairs can only take place once PropertyTime has received the necessary costs in cleared funds from the Landlord.

## Withdrawal Fee

40. Once a moving date has been agreed with a Landlord, a fee equivalent to two weeks rent will be payable by the Landlord to PropertyTime to cover our administration expenses if the Landlord subsequently withdraws from the transaction.

## Renewals

41. PropertyTime will endeavour to contact both the Landlord and Tenant prior to the expiry of any fixed term contract and enquire whether both parties would like to consider extending their tenancy, or whether they intend on terminating the agreement at the end of the previously agreed term. At this stage a new rent can be negotiated via PropertyTime which can be reflected in a Renewal Memorandum or new Tenancy Agreement.
42. If any such tenancy is extended or renewed, whether on the same or different terms and conditions, with either the original tenant (whether under a provision in the original tenancy or otherwise) or with any associated party (including a subsidiary/associated company or individual within a company, firm or embassy or a party introduced by the original tenant) we shall be entitled to a further commission irrespective of whether or not the extension or renewal was negotiated by PropertyTime. Our Renewal Commission will be based on the original fee option agreed and stated on our 'Authorisation to Act; And Acceptance of Our Terms and Conditions' document (enclosed with this Terms and Conditions). Renewal commission is charged in advance, either as a percentage of the rental value of the agreed term or where the tenant extends and/or holds over indefinitely.

If correct notice is served by the tenant during a renewal period of the tenancy the renewal fee will only be credited to the Landlord on a pro rata system from the date of vacation upon the commencement of a new tenancy introduced by PropertyTime and provided the credit is requested by the Landlord within one month of the date of vacation. If for any reason the property is vacated before the relevant notice, the renewal fee is retained. Should the Landlord terminate the agreement for any reason whatsoever no refund will be made.

## Definitions:

### Sole Agency

This involves us as the only agent you instruct to act on your behalf, for which our fees are 12% plus VAT. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for rental of the property are completed –

If a Tenant is introduced by us during the period of Sole Agency or with whom we had negotiations about the property during that period and/or a tenant introduced by another agent during the period of our Sole Agency Agreement.

*This is the option we recommend as it involves a closer working partnership between us and allows us to advertise your property and monitor the response.*

### Multiple Agency

With this option you can instruct as many agents as you like; however we would recommend no more than three. This option also gives the advantage of a wider coverage however it can become harder to monitor the progress of your sale and is only advisable if one or both of the earlier options are not successful. Another disadvantage this option can have is it gives the impression to potential tenants that your property is not renting therefore it has had to be marketed with so many agents. Our fee for this option will be 14% plus VAT.

In the event you have appointed us from the outset on a multiple agency basis or, you subsequently instruct another agent then you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for rental of the property are signed with a tenant introduced by us during the period of our Agency or with whom we had negotiations about the property.

*In the event that you wish to change from sole to multiple agency following the agreed term or you wish to terminate the agency you agree to give a minimum of **21 days notice in writing**.*

**Please note** – if you have appointed another agent on a Sole Agency or Sole Selling Rights basis the terms or their agreements must be considered in order to avoid the possible liability of two agent fees.

### Sub Instruction

PropertyTime reserves the right to sub-instruct other agencies at any time during our service if we consider that this would be in your best interests. This will not involve any extra costs to either the Landlord or the tenant and all viewings and negotiations including referencing, signing of contracts and collection of initial monies due will be co-ordinated by PropertyTime.

## Regulations

### Gas Safety

Under the Gas Safety (Installation and Use) Regulations 1998, the owner (i.e. Landlord) is legally obliged to ensure any gas appliance, pipe work or installation has a safety check which needs to be carried out every twelve months by an approved person who must be CORGI registered. The Landlord must provide a copy of the Gas Safety Certificate to us at least 5 days before the commencement of a tenancy or by signing this agreement authorise ourselves to arrange a gas safety check prior to the commencement of the tenancy. If PropertyTime arrange for a Gas Safety Check the cost of the Gas Safety Check will be deducted from the first month's rent and deposit received from the Tenant or an invoice will be sent to the Landlord requiring full payment immediately. A record must be kept of all safety inspections and results, and a copy of the safety certificate must be given to the tenant prior to the tenancy commencement, and subsequent renewals within 28 days of the gas safety inspection being carried out. Records should be kept for a minimum of two years for inspection if necessary.

## Fire and Furnishings (FIRE SAFETY) Regulations 1988 As amended 1993

Requires all Landlords under legal obligation to ensure that all furniture that has been let out as part of the property complies with the Furniture and Furnishing (Fire)(Safety)(Amendment) Regulations 1993 by displaying a label stating that they are fire resistant have passed the ignitability test. If items of furniture do not comply with the Furniture Regulations you must either change or remove the items of furniture prior to the commencement of any tenancy. In general the fire resistance requirements of the 1988 Regulations are that:

- a) Upholstered articles must have fire resistant filling material.
- b) Cover fabrics must have passed a match resistant test or, if of certain types (such as cotton or silk), must be used with a fire resistant interlining.
- c) The combination of the fabric and the filling material must have passed a cigarette resistance test.

## The Electrical Equipment (Safety) Regulations 1994 and Low Voltage Electrical Equipment Regulations 1989 (Consumer Protection Act 1987)

It is essential that all electrical appliances be checked as soon as practicable for defects (e.g. frayed wiring, badly fitted plugs, etc). All items deemed to be unsafe should be removed from the property and all records of checks carried out on the property should be maintained. In measuring safety, the 'supplier' needs to ascertain whether the product will comply with the current UK requirements for safety of domestic electrical products. PropertyTime strongly recommends that an inspection is carried out by a qualified electrical engineer, instruction booklets are made available to the Tenant(s) for all appliances prior to the tenancy and renewed every twelve months and advises Landlords not to purchase second hand electrical goods for rental property. Please note that the maximum penalty for non-compliance is a £5000 fine, six months imprisonment or both.

There are some simple checks that you can carry out yourself to reduce the likelihood of not complying with these regulations and minimise any cost to yourself as and when a contractor is appointed to check or carry out remedial work. These are:

- No Wiring should be accessible or visible
- Moving parts should be guarded
- All plugs should comply with BS1363 and correctly fused
- Fire extinguishers should comply with BS6575 1985
- Fireguards should comply with BS3248
- Heating appliances should be in good working order and serviced annually
- Leads should not be worn or frayed to any appliance including lights

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

From 1<sup>st</sup> June 2020 new regulations came into force cited as the 'Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. These regulations apply in England only to –

- a) All new specified tenancies from 1<sup>st</sup> July 2020 and
- b) All existing specified tenancies from 1<sup>st</sup> April 2021.

Under these new regulations Landlords of privately rented accommodation must:

- Ensure national standards for electrical safety are met. These are set out in the [18th edition of the 'Wiring Regulations'](#), which are published as British Standard 7671.
- Ensure the electrical installations (EICR) in their rented properties are inspected and tested by a qualified and competent person at an interval of at least every 5 years.

- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.
- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

## EPC LAW

From 1 October 2008, a new law has been put into place stating that all homes due to be let out need to have an EPC (Energy Performance Certificate). This certificate shows the energy efficiency of the property and will give the property a grade which typically runs from A to G. A is the highest score that a property can receive. As a Landlord you will be responsible for purchasing an EPC and it should be readily available to your Tenants prior to the commencement of the tenancy. An EPC certificate will be valid for a period of 10 years. Within that time you can choose improvements to the property to make it more energy efficient and then a new EPC can be obtained. PropertyTime will not always use an EPC graph to advertise your property however if the score from your certificate is quite good then it can be used to earn a higher rent for your property. As Tenants become more aware of energy efficiency, many of them may be prepared to pay a higher rent each month as it is not only good for the environment but the more energy efficient the property is the more money will be saved on electricity and other utility bills. An EPC is not needed if you plan to rent out only one room in your property. PropertyTime can arrange for an EPC to be carried out on your property please contact a member of staff on 020 7794 2008 for further information.

## Tax Legislation for Non-resident Landlords

Under current legislation, both Landlords and agents have responsibilities to the Inland Revenue. The following is a brief guide to make fulfilling these responsibilities as simple as possible, as well as facilitating your cash flow. Income generated from letting a property is subject to UK tax laws, but the Inland Revenue allow for certain expenses to be offset against the rental income. We recommend that all Landlords seek the advice of an accountant regarding their tax affairs as we are not specialist in this area.

Application to join the Non-Resident Landlord scheme is made to the Inland Revenue at CNR, Fitzroy House, Castle Meadow Road, PO Box 46, Nottingham, NG2 1BD. Telephone: 0151 472 6208/9. Applications can be made by requesting Form NRL1 (or NRL2) if a trust, or NRL3 if a company). The NRL scheme applies to all persons whose usual place of abode is outside the UK (non-resident Landlords).

If your application is agreed, the Inland Revenue will send you an Approved Certificate.

The cash flow benefits from obtaining Revenue permission to receive rental income without deduction of tax will be considerable to you and we recommend that you apply for this scheme but we cannot deal with the application on your behalf. Each named Landlord must apply individually. An Approval Certificate must be issued for each individual where a property is owned by more than one person. A non-resident Landlord can apply directly, or through his UK accountant, to the Inland Revenue for self-assessment on the tax from the rental income.

**If you have any queries regarding non-resident Landlords please contact your local Inland Revenue Office.**

## Stamp Duty

As of December 2003, the legislation relating to Stamp duty payable on rental property changed. There is no longer any obligation on the part of the Landlord to pay stamp duty charges. Instead, this becomes the responsibility of the tenant where the net present value of the rental exceeds £60,000 per tenancy. This is applicable on a cumulative basis.

We supply our tenants with guidance notes regarding this subject and recommend that they take further advice where necessary.

## Houses in Multiple Occupation

Licensing can be enforced by the local council. Contact your local authority for further details of their charges and requirements. You can also read further information on HMO's at: [www.communities.gov.uk/housing](http://www.communities.gov.uk/housing)

## Tenancy Deposit Schemes

The Housing Act 2004 as part of a package of measures to raise standards in the private rented sector introduced tenancy deposit schemes (TDS).

Since 6 April 2007, all deposits (for rent up to £25,000 per annum) taken by Landlords and agents for Assured Shorthold Tenancies (AST's) in England and Wales have had to be protected by an authorised tenancy deposit scheme. The two main aims of the TDS is to ensure good practice in deposit handling, so that when a Tenant pays a deposit, and is entitled to get it back, he/she can be assured that this will happen and to assist with the resolution of disputes by having the alternative dispute resolution (ADR) SERVICE. It also encourages Tenants and Landlords to agree – at the start of the tenancy – the condition and contents of the property.

PropertyTime does not take any responsibility for any deposit taken from a Tenant in respect of AST's. It is ultimately the Landlords responsibility to ensure that the statutory requirements of tenancy deposit protection are met. The Landlord is required to choose from one of three government backed scheme providers and provide the Tenant with a certificate from one of the chosen schemes giving details of where the deposit is kept and how it has been protected.

Please visit [www.direct.gov.uk/tenancydeposit](http://www.direct.gov.uk/tenancydeposit) for further information.

**As letting and management agents, we have the responsibility of bringing to your attention the above regulations and would point out that signing our letting terms implies your compliance with the regulations.**

**Please find enclosed a copy of our Terms and Conditions document.**

**Please kindly read, sign and complete and return the whole document to us, together with a copy of your ID and any recent utility bills i.e. Council Tax, Gas, Electricity, Water or telephone (landline) in the Self Addressed Envelope provided.**

**Please keep the second copy of this document for your files.**