

Terms of Service for Landlords

Tenant Finding and Tenancy Management Services



Ten Reasons to Let Your Property with Knight

1. **Multi-award-winning service** - we are Federation of Small Business Service Excellence award winners and have won the FSB East Herts Business of the Year award two years in a row. We were also winners in the FSB 'Oldepreneur' 2014 category. More recently, we were finalists in thebestof Business of the Year Awards 2017, were Service Excellence and East Herts Business of the Year winners in the Herts SME Awards 2017 and are finalists in the national SME Awards.
2. **Licensed by ARLA** - You probably wouldn't let an unqualified doctor provide you with medical treatment, or let an unqualified mechanic service the brakes on your car, so why let an unqualified letting agent look after your property? Fortunately, you don't have to because we're licensed by the Association of Residential Letting Agents (ARLA).
3. **Regulated by RICS** - We're also regulated by the Royal Institution of Chartered Surveyors (RICS) for your total peace of mind. RICS is the world's leading qualification when it comes to professional standards in property, which means you can expect the highest standards of professionalism and conduct from us at all times.
4. **One-Year Money-Back Guarantee** - If at any time you're not happy with our service for any reason during the first year, we will fully refund any fees invoiced in the previous 90 days - guaranteed. Terms and conditions apply.
5. **Rent Guarantee Insurance & Legal Expenses Cover Included** - No more sleepless nights wondering whether your tenants will pay the rent. We include rent guarantee and legal expenses cover with our Management Plus and Ultimate Management services, for your total peace of mind.
6. **Fully Referenced & Credit Checked Tenants** - No more stress over damage to your property with our unique 23 step referencing and credit-checking process for all tenants and guarantors. We also take a security deposit of five weeks' rent (the maximum allowed by law).
7. **No Hidden Fees Guarantee** - We have an open and transparent fee structure, and we don't bury our fees in the small print, which means you won't have to pay any unexpected charges.
8. **Maximum Publicity for Your Property** - We advertise on the no. 1 property portal, Rightmove, plus our own highly ranked website and social media channels.
9. **We're Open Longer...** so that we're here when you need us. We also conduct viewings and valuations seven days a week, to make sure your property lets as quickly as possible.
10. **A Complete Service** - We offer comprehensive tailored solutions to suit all your letting requirements. Just let us know what you need.

Tenant Finding

Our **Tenant Finding Service** finds you quality, credit-checked and referenced tenants by using a combination of massive internet marketing presence, extensive networking contacts and social media.

Included in our Tenant Finding Service:

- ✓ Visiting the property and advising you of any action you'll need to take to prior to letting.
- ✓ Advising you on the level of rent you can expect, and how to maximise it.
- ✓ Giving appropriate advice and information on safety issues, eg gas and electrical services.
- ✓ Giving you advice on legal issues if the property is mortgaged.
- ✓ Preparing your property details, taking photographs, etc, for marketing purposes.
- ✓ Marketing your property effectively to potential tenants through various media outlets, including our own website, major property portals and social media.
- ✓ Accompanying all prospective tenants on viewings.
- ✓ Contacting you after each viewing to provide feedback, and to update you on the lettings market.
- ✓ 23 step tenant referencing and credit checking process, including current employer and landlord/agent references, plus an additional 'lifestyle reference'.
- ✓ Where necessary, checking and verifying any guarantors.
- ✓ Recommending fully referenced and credit-checked tenants to you.
- ✓ Preparing an appropriate form of tenancy agreement, drafted by a solicitor specialising in landlord and tenant law.
- ✓ Arranging the signing of the tenancy agreement by the tenants and yourself.
- ✓ Collecting the security deposit and first month's rent, the balance of which will be credited to you, less our agreed fee.
- ✓ At the start of the tenancy, arranging a direct debit mandate for future rental payments.
- ✓ If necessary, providing advice on how to hold the tenants' deposit to comply with current legislation.

A full description of this service can be found in the Terms of Service at the end of this document. For more information please visit www.knightpm.co.uk or call 01992 308181.

Rent Collection

Our **Rent Collection Service** is suitable if you are happy to take on the legal responsibilities and maintenance aspects of managing your own rental property, but don't wish to deal with the financial side of things.

Included in our Rent Collection Service:

- ✓ If required, collecting the security deposit, transferring it to the Deposit Protection Service, and providing the Prescribed Information to the tenants within the statutory time limit.
- ✓ Collecting the rent by direct debit into our ring-fenced client account.
- ✓ Paying you by bank transfer to your nominated account within ten working days.
- ✓ Chasing any late rent payments via phone, text, email and letter if the rent is not received on the due date.
- ✓ Providing detailed monthly statements of account, sent to you by email or letter.

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Full Management

Our **Full Management Service** is for landlords who want a comprehensive management service, but with the option to add on specific services as and when required.

Included in our Full Management Service:

Our **Full Management Service** includes all of our **Rent Collection Service** plus:

- ✓ Taking meter readings and informing utility companies of the change of occupier.
- ✓ Advising the local authority of change of occupier for council tax purposes.
- ✓ Inspecting the property after one month to assess its condition. Should any issues be noted we will advise the tenants in writing of what needs to be done to rectify the situation. If any maintenance issues are identified, we will (within the confines of our Management Agreement) deal with and account for any necessary repairs up to the agreed limit. A fully detailed report will also be forwarded to you by email or letter.
- ✓ Inspecting the property twice a year thereafter to assess its condition, as above.
- ✓ Organising any minor repair and maintenance work as required up to a sum of £250 using our own reputable tradespeople (or your own if you prefer) and settling accounts from rents received.
- ✓ Informing you of any work greater than £250, organising competitive quotations where appropriate, and forwarding to you for your approval (except in cases of emergency). Upon your approval, instructing contractors and settling accounts from rents received.
- ✓ 24-hour emergency call out service.

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Management Plus (our most popular service)

Management Plus is our fully comprehensive but cost-effective solution to your management needs.

Included in our Management Plus Service:

Our Management Plus Service includes all of our Rent Collection and Full Management Services, plus:

- ✓ Preparing a comprehensive inventory and schedule of condition, as evidence of the property's condition at the start of the tenancy.
- ✓ HD 'virtual-walkthrough' video.
- ✓ 2D and 3D floor plans.
- ✓ Checking the tenants in to the property - we'll move the tenants in for you and check them in against the inventory and schedule of condition (if available).
- ✓ Continuous rent guarantee insurance and legal expenses cover, including protection against rent arrears of up to £10,000 per month, plus legal costs and expenses cover up to £25,000.
- ✓ Providing an Energy Performance Certificate by our fully qualified domestic energy assessor.
- ✓ Settling any regular outgoings, eg garden maintenance, out of the rental payments if requested by you.
- ✓ Inspecting the property four times a year to assess its condition. Should any issues be noted we will advise the tenants in writing of what needs to be done to rectify the situation. If any maintenance issues are identified, we will (within the confines of our Management Agreement) deal with and account for any necessary repairs up to the agreed limit. A fully detailed report will also be forwarded to you by email or letter.
- ✓ Organising any minor repair and maintenance work as required up to a sum of £1,000 using our own reputable tradespeople (or your own if you prefer) and settling accounts from rents received.
- ✓ Checking the tenants out of the property at the end of the tenancy - we'll check them out against the inventory and schedule of condition (if available).
- ✓ Liaising with you and the tenants at least two months before the end of the tenancy to ascertain both parties' intentions. We can then either arrange for the contract to be renewed (or it can be allowed to lapse into a contractual periodic tenancy) or for the property to be re-let, as required.
- ✓ Taking meter readings and informing utility companies of the tenants' departure.
- ✓ Notifying the local authority of the tenants' departure for council tax purposes.

A full description of this service can be found in the Terms of Service at the end of this document. For more information please visit www.knightpm.co.uk or call 01992 308181.

Ultimate Management

Our **Ultimate Management Service** is our unbeatable all-inclusive package, which lets you get on with your life without having to worry about a thing.

Included in our Ultimate Management Service:

Our Ultimate Management Service includes all of our Rent Collection, Full Management and Management Plus Services, plus:

- ✓ Providing a landlord gas safety certificate every 12 months by a fully qualified Gas Safe registered engineer.
- ✓ Providing Portable Appliance Tests every 12 months to fulfil your 'duty of care' obligations.
- ✓ Providing our Empty Home Care Service - If your property is ever unoccupied your insurance company may insist on regular visits to inspect for burst pipes, leaks, break-ins, vandalism, etc. We will visit your property on a weekly basis whenever it is unoccupied to collect post, check on security and keep an eye on water and heating services.
- ✓ If necessary, providing non-resident landlord tax administration - completing quarterly returns to HMRC on your behalf.
- ✓ Cleaning out rainwater gutters and checking drains every 12 months to reduce the risk of costly penetrating damp problems and unplanned maintenance.
- ✓ Annual condition survey and report recommending planned maintenance work (essential for asset protection and reducing overall maintenance spend).
- ✓ Organising any minor repair and maintenance work as required up to a sum of £5,000 using our own reputable tradespeople (or your own if you prefer) and settling accounts from rents received.
- ✓ Serving of any notices on tenants upon written instruction from you, with copies provided to you.

A full description of this service can be found in the Terms of Service at the end of this document. For more information please visit www.knightpm.co.uk or call 01992 308181.

Elite Service

Quite simply, we take care of absolutely everything for you.

Included in our Elite Management Service:

Our Elite Service includes all of our Rent Collection, Full Management, Management Plus and Ultimate Management Services, plus:

- ✓ Guaranteed rental payments - your rent is paid on time, every time, even if your tenants aren't paying the rent, or your property is vacant.
- ✓ Lifetime supply of quality, credit-checked and referenced tenants, for as long as you use our Elite Service.
- ✓ Further details on request.

Compare Management Services

Item	Price	Rent Collection	Full Management	Management Plus (most popular)	Ultimate Management	Elite Management
One year money-back guarantee (see S16)	-	✓	✓	✓	✓	✓
Collect rent by direct debit	-	✓	✓	✓	✓	✓
Provide fully detailed monthly statements	-	✓	✓	✓	✓	✓
Chase any late rent payments up to two months	-	✓	✓	✓	✓	✓
Collect security deposit & transfer to DPS	£60	✓	✓	✓	✓	✓
Annual rent reviews	£120	✓	✓	✓	✓	✓
Month 1 inspection	£60	OE	✓	✓	✓	✓
Organise maintenance & repair work < £250	18%	OE	✓	✓	✓	✓
24-hour emergency call-out service (per call)	£60	OE	✓	✓	✓	✓
Biannual property inspections - per visit	£120	OE	✓	✓	✓	✓
Tenant check in against inventory (if available)	See table	OE	OE	✓	✓	✓
Tenant check out against inventory (if available)	See table	OE	OE	✓	✓	✓
Inventory & schedule of condition	See table	OE	OE	✓	✓	✓
Legionella risk assessment	£30	OE	OE	✓	✓	✓
HD 'virtual walkthrough' video	£120	OE	OE	✓	✓	✓
2D and 3D floor plans	£120	OE	OE	✓	✓	✓
Energy Performance Certificate	£99	OE	OE	✓	✓	✓
Rent guarantee insurance for duration of tenancy	See table	OE	OE	✓	✓	✓
Quarterly property inspections - per visit	£120	OE	OE	✓	✓	✓
Landlord gas safety certificate	£99	OE	OE	✓	✓	✓
Organise maintenance & repair work < £1,000	15%	OE	OE	✓	✓	✓
Dealing with deposit disputes (1 st hr free)	£120/hr	OE	OE	OE	✓	✓
Serving possession notices	£120	OE	OE	OE	✓	✓
'Right to Rent' check under Immigration Act 2014	£30/ten.	OE	OE	OE	✓	✓
Pre-tenancy clean	POA	OE	OE	OE	✓	✓
Empty Home Care Service - per visit	£60	OE	OE	OE	✓	✓
Non-resident landlord tax administration (per qtr)	£60	OE	OE	OE	✓	✓
Additional property visits as required (per visit)	£60	OE	OE	OE	✓	✓
New tenancy agreement (if required)	£120	OE	OE	OE	✓	✓
Portable Appliance Test	£60	OE	OE	OE	✓	✓
Annual condition survey	£300	OE	OE	OE	✓	✓
Annual gutters and drains check	£120	OE	OE	OE	✓	✓
Organise maintenance & repair work < £5,000	12%	OE	OE	OE	✓	✓
Annual 'Schedule 23' return to HMRC (per property)	£18	OE	OE	OE	✓	✓
Guaranteed rental payments	POA	OE	OE	OE	OE	✓

All fees include VAT

POA = price on application

✓ = included

OE = optional extra

Select the management service that best fits your needs using the table above, and then add or delete any options as necessary to create your own bespoke service.

Tenant check-in against inventory (if available) - Included with Management Plus and above

Number of beds	Price
Studio	£116
1	£130
2	£144
3	£159
4	£173
5	£187
6+	POA

Tenant check-out against inventory (if available) - Included with Management Plus and above

Number of beds	Price
Studio	£116
1	£130
2	£144
3	£159
4	£173
5	£187
6+	POA

Comprehensive inventory and schedule of condition - Included with Management Plus and above

Number of beds	Price
Studio	£116
1	£130
2	£144
3	£159
4	£173
5	£187
6+	POA

Rent Guarantee Insurance - 12 month policy

Rental amount (£ pcm)	Price
Up to £700	£180
£700 - £1250	£200
£1250 - £1850	£216
£1850 - £2500	£227
£2500 - £5000	£294

Terms of Service

This agreement is made between you (the landlord) and us (Knight Property Management) acting as your agent.

1.1 Definitions

1.2 'You', 'your', 'he' or 'his' means the landlord. 'Us', 'our' or 'we' means the agent (Knight Property Management). The use of singular includes plural. The use of masculine includes feminine.

2.1 General

- 2.2 Empty Property - We are not responsible for the security or management of the property prior to the commencement of the tenancy, or after the termination of the tenancy, unless agreed in advance in writing.
- 2.3 Liability for Breach – We cannot accept liability for breach of the tenancy agreement by either party, or for any damage to the property or adjoining properties, before, during and on the expiry of the tenancy agreement. Our service does not include management of the property while unoccupied, although visits may be made by staff in the process of re-letting. We accept no responsibility for the property while vacant or between lettings, unless you wish to use our Empty Home Care Service. We recommend that you consider all aspects of security and obtain suitable insurance cover against possible damage during such periods.
- 2.4 Exclusion of Liability – We are not liable for any loss, damage or injury to any persons, the property or its contents, howsoever caused, due to the condition of the property and grounds, and whether or not there is an inventory.
- 2.5 To Let/Let By Board - Unless instructed otherwise by you, or unless local planning restrictions apply, we may erect a To Let/Let By board at the property.
- 2.6 Changing of Locks – For security reasons we recommend that all external locks are changed at the end of each tenancy. We can arrange this for you if required.
- 2.7 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by us in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by The Deposit Protection Service. We take no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.
- 2.8 For all non-Assured Shorthold Tenancies, we will obtain and hold as stakeholder a deposit 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. We exclude any liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.
- 2.9 In the event that you hold the deposit, you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify us against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.
- 2.10 Early Termination by Tenant – If the tenants leave prior to the end of the term of the tenancy, you shall not be entitled to reimbursement of any fees paid, except in as far as our money-back guarantee applies.
- 2.11 Non-Payment of Rent - While we will use our best commercial judgement in the selection of tenants and the execution of our service, we will not under any circumstances be liable for any non-payment of rent, any other outcome of the tenancy, or for any resulting legal costs. We would recommend that you contact your insurance broker for advice on policies to cover such risks.
- 2.12 Duty of Care & Confidentiality – We will keep records of all business transactions for a minimum period of three years. All client records are treated as confidential. No information shall be passed to another party without your prior consent, unless we are legally obliged to do so, or to meet regulatory requirements. We cannot be held responsible for incorrect data held in the event of non-disclosure.
- 2.13 Proof of Identity and Ownership – In accordance with money laundering regulations we are required to check your identity and obtain proof of property ownership. Photo ID (eg passport or driving licence) and a recent utility bill will be sufficient to prove your identity. You agree to us checking your proof of ownership of the property via Land Registry records.
- 2.14 Cleaning – We will arrange for the property to be professionally cleaned, including carpets, before letting. The cost of this cleaning will be charged to you (or alternatively you can arrange for this yourself). This is necessary to ensure that your

property lets as quickly as possible, and also makes it easier to prove any loss at the end of the tenancy if the property is not returned to you in a similarly clean condition.

3.1 **Tenant Finding – One month's rent**

Our Tenant Finding Service includes:

- 3.2 Visiting the property and advising you of any action you'll need to take prior to letting.
- 3.3 Advising you on the level of rent you can expect, and how to maximise it.
- 3.4 Giving appropriate advice and information on safety issues, eg gas and electrical services.
- 3.5 Explaining your rights and responsibilities, and the tenants' rights and responsibilities.
- 3.6 Giving you advice on legal issues if the property is mortgaged.
- 3.7 Preparing your property details, taking photographs, etc, for marketing purposes.
- 3.8 Marketing your property effectively to potential tenants.
- 3.9 Accompanying all prospective tenants on viewings of your property and providing feedback to you.
- 3.10 Comprehensive tenant referencing, including verification of address, employment and earnings. We will also obtain references from any previous landlords or managing agents where applicable and carry out a separate 'lifestyle reference'.
- 3.11 Credit checking of potential tenants, to ensure they are free from insolvency, bankruptcy, debt proceedings, CCJs, etc.
- 3.12 Where necessary, checking and verifying any guarantors.
- 3.13 Recommending fully referenced tenants to you, and then preparing the tenancy agreement.
- 3.14 Arranging the signing of the tenancy agreement by the tenants.
- 3.15 Collecting the security deposit and first month's rent, which will then be credited to you, less our agreed fee.
- 3.16 Providing a copy of the signed tenancy agreement to both you and the tenants.
- 3.17 At the start of the tenancy, arranging a standing order mandate for future rental payments from the tenants' bank account to your own.
- 3.18 If necessary, providing advice on how to hold the tenants' deposit to comply with current legislation.
- 3.19 Arranging safety checks where required, eg furniture and furnishings, gas safety, etc, (additional fees may be payable by you to cover engineers' costs).

4.1 **Rent Collection – 6% of the monthly rent**

Our Rent Collection Service includes:

- 4.2 One year money-back guarantee – please see Section 16.
- 4.3 Collecting the rent by direct debit into our ring-fenced client account and paying you by bank transfer to your nominated account within seven working days.
- 4.4 Providing fully detailed monthly statements of account.
- 4.5 Annual rent reviews to ensure your income remains in line with the local rental market.
- 4.6 Chasing any late rent payments via telephone, text and/or email if the rent is not received by the payment date, each week until payment is received (maximum of three occasions). Further chases or liaising with solicitors regarding recovery on unpaid rent will be billed at our hourly rate.
- 4.7 If required, collecting the tenants' security deposit, transferring it to the Deposit Protection Service and providing the Prescribed Information to the tenants within the legally required time limits.
- 4.8 Providing fully detailed statements of account on a monthly basis, or as often as you require, with copies sent to your accountant if requested.

5.1 **Full Management – 15% of the monthly rent**

Our Full Management Service includes all our Rent Collection Service plus:

- 5.2 Taking meter readings and informing utility companies of the change of occupier.
- 5.3 Advising the local authority of change of occupier for council tax purposes.
- 5.4 Inspecting the property after one month to assess its condition. Should any issues be noted we will advise the tenants in writing of what needs to be done to rectify the situation. If any maintenance issues are identified, we will (within the confines of our Management Agreement) deal with and account for any necessary repairs up to the agreed limit. A fully detailed report will also be forwarded to you by email or letter.

- 5.5 After the first inspection in month 1, inspecting the property twice a year thereafter to assess its condition, as described in Section 5.4.
- 5.6 Organising any minor repair and maintenance work as required up to a sum of £250, using thoroughly vetted professional contractors who are monitored continually for value and service. Settling contractor invoices from rents received. Alternatively, you may instruct us to use your own preferred contractors at your discretion.
- 5.7 24-hour emergency call out service. In an emergency we reserve the right to carry out repairs without first informing you, with repair costs to be deducted from rental income. If repair costs exceed the rental income or the rent is not due imminently then we may request additional funds from you in order to pay contractors.
- 5.8 Upon written instruction by you, serving any notices on the tenants as instructed, with copies provided to you.
- 6.1 Full Management Plus (our most popular package) – 21% of the monthly rent**
Our Full Management Plus Service includes all of our Rent Collection and Full Management Services, plus:
- 6.2 Preparing a comprehensive inventory and schedule of condition, as evidence of the property's condition at the start of the tenancy.
- 6.3 HD 'virtual walkthrough' video.
- 6.4 2D and 3D floor plans.
- 6.5 Continuous rent guarantee insurance and legal expenses cover for the duration of the tenancy, including protection against rent arrears of up to £10,000 per month, plus legal costs and expenses cover up to £25,000.
- 6.6 Providing an Energy Performance Certificate by a fully qualified domestic energy assessor.
- 6.7 Providing a landlord gas safety certificate every year by a Gas Safe registered engineer.
- 6.8 Settling any regular outgoings, eg garden maintenance, out of the rental payments if requested by you.
- 6.9 Checking the tenants in to the property - we'll move the tenants in for you and check them in against the inventory and schedule of condition (if available).
- 6.10 After the first inspection in month 1, inspecting the property four times a year thereafter to assess its condition, as specified in Section 5.4.
- 6.11 Liaising with you and the tenants at least two months before the end of the tenancy to ascertain each party's intentions. We can then either arrange for the contract to be renewed (or it can be allowed to lapse into a statutory periodic tenancy) or for the property to be re-let, as required.
- 6.12 Checking the tenants out of the property - we'll collect keys and check the tenants out against the inventory and schedule of condition (if available).
- 6.13 Taking meter readings and informing utility companies of the tenants' departure.
- 6.14 Notifying the local authority of the tenants' departure for council tax purposes.
- 7.1 Ultimate Management - 24% of the monthly rent**
- 7.2 Our Ultimate Management Service includes all of our Rent Collection, Management and Full Management Plus Services, plus:
- 7.3 Providing a landlord gas safety certificate every 12 months by a fully qualified Gas Safe registered engineer.
- 7.4 Providing our Empty Home Care Service – If your property is ever unoccupied your insurance company may insist on regular visits to inspect for burst pipes, leaks, break-ins, vandalism, etc. We will visit your property on a weekly basis whenever it is unoccupied to collect post, check on security and keep an eye on water and heating services.
- 7.5 Carrying out safety checks annually on all portable electrical appliances (PAT).
- 7.6 Providing non-resident landlord tax administration – completing quarterly and annual returns to HMRC on your behalf.
- 7.7 Carrying out any additional property inspections as may be required from time to time, or as instructed by you, in accordance with paragraph 5.4.
- 7.8 Annual condition survey and report recommending planned maintenance work (essential for asset protection and reducing overall maintenance spend).
- 7.9 Cleaning out rainwater gutters and checking drains every 12 months to minimise costly penetrating damp problems and unplanned maintenance.
- 7.10 Informing you of any work in excess of £250 (except in cases of emergency), organising competitive quotations where appropriate, and forwarding to you for your approval. Upon your approval, instructing contractors and settling accounts from rents received.
- 7.11 Providing a 'Schedule 23' return to HMRC every year under the Finance Act 2011.

8.1 Elite Service – Price on application

Our Elite Service includes all of our Rent Collection, Full Management, Full Management Plus and Ultimate Services, plus:

- 8.2 Guaranteed rental payments – your rent is paid on time, every time, even if your tenants aren't paying the rent, or your property is vacant.
- 8.3 Further details available on request.

9.1 Landlord Responsibilities

You acknowledge and agree to the following:

- 9.2 Mortgage - If the property is subject to a mortgage or other legal charge, you warrant that you have obtained the lender's express written permission to let the property.
- 9.3 Leasehold Properties - If your rental property is leasehold you warrant that you have obtained the express written permission of the superior leaseholder/freeholder to let the property.
- 9.4 Insurance – Your insurers must be advised of your intention to let the property and adequate levels of insurance cover on the buildings and contents of the property must be maintained throughout the term of the tenancy. Your insurers must also be informed of the possibility of the property being unoccupied at times.
- 9.5 Cold Weather – We do not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time, and you should therefore ensure that such risks are covered by insurance. We recommend that adequate arrangements are made to protect water systems from cold weather.
- 9.6 Provision of Information - You warrant that all information you provide to us is correct to the best of your knowledge and belief. In the event that you provide incorrect, false or misleading information to us which causes us to suffer loss, or causes legal proceedings to be taken against us, you agree to reimburse and compensate us for all losses suffered.
- 9.7 Safety Regulations – You agree to comply with all relevant safety regulations relating to furniture and furnishings, gas installations and electrical services and equipment, including obtaining all appropriate safety certificates from relevant qualified engineers. (We can arrange the appropriate safety certificates for you where necessary.)
- 9.8 Energy Performance Certificate (EPC) – It is a legal requirement for the property to have a valid EPC. You agree that a copy of the EPC will be provided to each tenant. (If the property does not currently have an EPC we can arrange this for you.)
- 9.9 Legal Action – When legal action is required against tenants, eg for the recovery of any rent due, or to regain possession of the property, it is your responsibility to instruct solicitors to start proceedings. You will also be responsible for the payment of all fees and costs relating to such matters.
- 9.10 Maintenance of Property – You agree to maintain the property in a good state of repair and carry out all necessary repair and maintenance, within the terms and conditions of the tenancy agreement.
- 9.11 Agency Authorisation – You (and your successors in title) authorise us to let and/or manage the property, to sign the tenancy agreement on your behalf, to act on your behalf, and to take any reasonable action in respect of the letting and management of the property.
- 9.12 Holding of Deposit by You – If you decide to hold the deposit you must specify to us prior to the start of the tenancy under which tenancy deposit protection scheme the deposit will be covered and must provide proof of membership of the scheme. We will transfer the deposit to the you within five working days of receipt. It is a legal requirement that you must register the deposit with a tenancy deposit protection scheme within 30 days of payment by the tenant. If you fail to do so, the tenants can take legal action against you in the county court. The court will make an order stating that you must pay the deposit back to the tenants or lodge it with a custodial scheme. In addition, a further order will be made requiring you to pay compensation to the tenants up to an amount equal to three times the deposit. You will be unable to serve a Section 21 Notice on the tenants until you comply with the above conditions, and the court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.
- 9.13 Deposit for Tenant Finding - If you opt for the Tenant Finding Service only you will be asked to provide proof of membership of a tenancy deposit protection scheme. We will not be responsible for deposits if you choose this service. Although we will collect the deposit at the start of the tenancy, we will subsequently transfer it to your own account.
- 9.14 Ratification and Indemnification – Acting in your best interests, we will use our judgement (where the appointment includes management of the property) as to any work required, or any agreement entered into, but we cannot accept liability for the performance of tradesmen or charges incurred. By entering into a tenancy agreement, you agree to ratify all actions taken by us on your behalf. We cannot be held liable for changes in the law affecting tenancies, or for the performance of tenants'

obligations. You agree to indemnify us against all expenses, claims and liabilities incurred by or imposed on us in the proper performance of our obligations under the agreement.

- 9.15 Instructions by You – It is agreed that any instructions or details of a significant nature concerning the letting, including service of any notices upon the tenant, will be confirmed by you in writing to us.
- 9.16 Keys and Locks – You agree to provide one set of keys for each tenant and, where we are managing the property, one set of keys for us. Keys for all external doors, including communal entrance doors, must be supplied to us no later than 48 hours before the tenancy starts. You confirm that all keys have been tested and all locks are in good working order. If sufficient keys are not supplied we will arrange to have additional sets cut as required, and deduct any costs incurred from the first month's rent.
- 9.17 Entry Codes – Where the property is situated behind electric gates, or has a communal entrance door, you agree to provide all access codes and/or keys as required.
- 9.18 Residents' Parking – Where the property is located on an estate with a privately-operated residents' parking scheme, you agree to provide any necessary permits as may be required. Where the property is situated in a public road with a local authority-controlled residents' parking scheme, then any payments due in respect of parking permits will be the responsibility of the tenants.
- 9.19 Title - You warrant that you have title and power to enter into a tenancy agreement and that all necessary licences and consents (if any) have been or will be obtained.
- 9.20 Authorisation - You authorise us to act on your behalf in the letting of the property during the letting period and to sign any tenancy agreements where required.
- 9.21 No Inventory, Check-In or Check-Out - If you do not instruct us to prepare an inventory, or conduct a check-in or check-out inspection, you understand that in the event of a dispute with the tenants an adjudicator may award the whole deposit to the tenants. You acknowledge that you may invalidate a claim under legal expenses cover (if applicable).
- 9.22 Agreement to these Terms - You have read and understand these terms and conditions and agree that they will apply for the letting of the property.
- 9.23 Confirmation of Ownership – You confirm you are the sole owner/joint owners of the Property.
- 10.1 **Fees**
- 10.2 VAT is chargeable on our fees. All fees are quoted inclusive of VAT.
- 10.3 Agreement to Pay Fees – You agree to pay to all fees due in respect of the tenancy or related fees as detailed, and to pay such fees in respect of the full period for which any tenants introduced by us occupy the property.
- 10.4 Payment of Fees - We will deduct fees and other expenses incurred by us on your behalf from the monthly rental income.
- 10.5 Settlement of Account - Where sums are due to us that have not been deducted from the rental income, you agree to settle these payments within 28 days of the invoice date.
- 10.6 Failure to Settle Accounts - Should any accounts not be settled within 28 days of the invoice date then we may, at our discretion, charge interest on the outstanding sum at the rate of 5% per annum above the Bank of England base lending rate.
- 10.7 Expenses Incurred due to Late Payment – If we incur expenses due to late payment by you, then we are entitled to recover from you all reasonable expenses incurred by us as a result of that late payment.
- 10.8 Withholding of Monies – You are not entitled to withhold any monies due to us under the terms of this agreement for any reason.
- 10.9 Final Month's Rent - The last month's rental income may, at our discretion, be paid to you in arrears in order to meet any expenses and outstanding invoices for work undertaken on your behalf. Payment of any funds due to you will be made immediately all outstanding sums have been settled.
- 10.10 Variation of Fees - Although we will make every effort to maintain our quoted rates, we reserve the right to change said rates during the course of the tenancy, but only after giving you one month's prior written notice. This includes any change to hourly rates.
- 10.11 Additional Services – We are entitled to vary the deductions from rental income to take account of any additional services as may be requested by you from time to time, whether or not these additional services were requested in the original agency agreement. If a price has not been agreed in advance, then we reserve the right to charge a fair and reasonable amount for such services.

- 10.12 Cancellation Fee – If you should decide to cease using our services for any reason after having accepted an offer from prospective tenants but before signing of the tenancy agreement, then you agree to pay our full Tenant Finding fee immediately to cover our costs for marketing, administration and abortive work.
- 10.13 Renewal Fees – We do not charge any compulsory renewal fees.
- 10.14 Professional Hourly Rate – If we are required to provide services to you, or on your behalf, which are outside the scope of our Tenant Finding or Management services (for example, attending court, liaising with solicitors regarding chasing of unpaid rent or evictions, etc) then our time will be charged at the rate of £120 per hour, plus travel costs and other associated expenses.
- 10.15 Application Fee for Tenants – You agree to us charging tenant applicants a reasonable application fee to cover the costs of referencing, credit-checking, and our administrative time.
- 10.16 If deductions in any one month exceed the rental payment, the balance will be deducted from subsequent rental payment(s).
- 10.17 Sale of property – 1.2% of the sale price. This fee only applies in the event that we introduce the buyer to you and is payable upon exchange of contracts. If the buyer is introduced to you from another source, then we will not charge any sales fee, although we may make a charge at our agreed hourly rate for any work done in connection with the sale, eg. liaising with estate agents and the tenant, providing access to the property, dealing with purchaser enquiries, etc.
- 10.18 'Schedule 23' return - £20/year per property. Under Schedule 23 of the Finance Act 2011 we are required to provide HMRC with information about rents we receive on your behalf. This information includes:
- The name of landlord for whom the rent was collected;
 - The landlord's address;
 - The amount of the total gross rent received from the tenant for the landlord for the period in question;
 - The address of the let property to which the rent relates.

We will submit this information to HMRC for you each year.

11.1 Termination

- 11.2 Notice by You – Should you wish to terminate this agreement for any reason, then you may do so by giving us two calendar months' notice in writing at any time.
- 11.3 You agree to pay us for any work done and any expenses incurred up to the date of termination. However, we do not charge any administration or penalty fees.
- 11.4 Notice by Us – We may end this agreement for any reason by giving you two calendar months' notice at any time.
- 11.5 We may terminate this agreement with seven days' notice if we believe you are in breach of any regulation (whether statutory or not) relating to the property.
- 11.6 We will terminate this agreement with immediate effect if we believe you are in breach of any regulation relating to race, sex or disability, or if any of our staff are subjected to threatening or abusive behaviour.

12.1 Tenancy Agreement

- 12.2 We will use a professionally drafted tenancy agreement appropriate to the circumstances. The cost of this is included within our services. If you wish, you may use your own tenancy agreement, although we shall not be liable for any loss incurred by you because of doing so.

13.1 Mediation

- 13.2 We operate a complaint handling procedure which includes redress mechanisms approved by the Royal Institution of Chartered Surveyors (RICS) Regulatory Board. A copy of our complaints handling procedure is available on request. You agree to attempt to resolve any dispute by following our complaints procedure.

14.1 Client Money

- 14.2 All client money is held in a dedicated, ring-fenced client account with Banco Santander, sort code 090666, account number 43351238. The account title is 'Client' to enable clear distinction between money belonging to clients and money belonging to us.
- 14.3 Client money in our client account is protected by client money protection insurance.
- 14.4 We will retain any interest earned on client money whilst in our client account.
- 14.5 Any bank charges we incur will be applied to our office account and not our client account.

15.1 Landlords resident outside the UK

- 15.2 The Non-Resident Landlords' Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or if you are absent from the UK for a period of more than six months.
- 15.3 Where you are resident in the UK, tax on rental income from property is entirely your responsibility. If we manage a property for you and you are a non-UK resident, then we are held liable for your tax payments on gross rental income under Section 78 of the 1970 Taxes Management Act. We are obliged therefore to retain the basic rate of tax from your rental income and pay this to HMRC on a quarterly basis, unless you have prior approval from HMRC for your rental income to be paid to you gross.
- 15.4 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful, then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.
- 15.5 Where a non-resident landlord does not have approval from HMRC, we charge £50 for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by us.
- 15.6 We must be provided with a UK residential address for service. If we are not provided with a UK residential address, then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the Non-Resident Landlords' scheme. We will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o our registered office address.
- 15.7 Where we do not deduct tax, which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.
- 15.8 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

16.1 Guarantees

- 16.2 One-year money-back guarantee - If you are not happy with the service we have provided to you for any reason, and we are unable to resolve the situation to your complete satisfaction, we will immediately refund all fees paid to us within the previous 90 days. Guarantee excludes any amounts paid by us on your behalf for third party services, eg gas safety certificates, energy performance certificates, pre-tenancy cleaning, etc.
- 16.3 Rent guarantee and legal expenses – We offer rent guarantee and legal expenses policies with MARAS Insurance when you opt for our Full Management Plus or Ultimate Management services.
- 16.4 'No Hidden Fees' guarantee – We guarantee that we have no hidden fees and that all fees are as stated in this document, except where amended and properly notified to you in accordance with Section 10 Variation of Fees. If we should ever inadvertently charge you a fee which is not specified in this document you do not have to pay it, or if you have paid it we will upon notification repay it to you immediately.

17.1 Anti-Money Laundering precautions

- 17.2 In order to comply with anti-money laundering legislation, you agree to provide the following documentation for all owners:
- Photo ID (eg passport or driving licence);
 - Proof of address (eg recent utility bill);
 - Proof of ownership (eg mortgage statement or registered title documentation).

18.1 Right to Cancel

- 18.2 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us (Knight Property Management, Four Rivers House, Fentiman Walk, Fore Street, Hertford SG14 1DB, 01992 308181, info@knightpm.co.uk) of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

19.1 Effects of Cancellation

- 19.2 If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 19.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees because of the reimbursement.
- 19.4 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

20.1 **Model Cancellation Form**

- 20.2 You can use the following text in an email or letter to cancel our service.

To Knight Property Management, Four Rivers House, Fentiman Walk, Fore Street, Hertford SG14 1DB, 01992 308181,
info@knightpm.co.uk:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service,

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

Declaration

By signing this agreement below you warrant that:

- You are the sole/joint owner(s) of the freehold/leasehold property specified by you below.
- Prior to the commencement of the tenancy all furniture and soft furnishings supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993.
- The property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.
- You understand that you have the right to cancel this agreement under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- You are instructing us to commence marketing the property immediately and begin the performance of services during the cancellation period.
- If you decide to cancel this agreement you agree to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

Before accepting this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only accept this agreement if you wish to be bound by all of the terms and conditions it contains.

Knight Property Management is a multiple award-winning firm of chartered surveyors regulated by The Royal Institution of Chartered Surveyors (RICS) and The Association of Residential Letting Agents (ARLA).

Knight Property Management is the trading name of Knight PML Ltd.

Registered in England & Wales No. 6484470

Registered Office: The Old Boardroom, Collett Road, Ware, Herts SG12 7LR

VAT No. 263 7376 80

T: 01992 308181

E: info@knightpm.co.uk

W: knightpm.co.uk

Four Rivers House, Fentiman Walk, Fore Street, Hertford, Hertfordshire, SG14 1DB, UK

Agency Agreement

Landlord(s) Full Name(s):		
Landlord(s) Address, including postcode:		
Best contact telephone number:		
Email:		
Address of Property to be let (including postcode):		
Date Property Available:		
Bank a/c name into which rent is to be paid:		
Account Number:		
Sort Code:		
Service required - please ✓	Tenant Finding	
	Rent Collection	
	Full Management	
	Management Plus (most popular)	
	Ultimate Management	
	Elite Management	

I/we instruct Knight Property Management to provide the service(s) indicated, and I/we agree to these Terms of Service. By signing this agreement, I/we warrant that the property will have full vacant possession and will be available to let from the date specified by me/us.

Signed by the landlord(s). If the property is jointly owned all parties must sign.

Signed for and on behalf of Knight Property Management.