



# LETTINGS TERMS AND CONDITIONS

## PROPERTY ADDRESS

.....  
..... POST CODE .....

## LANDLORD / YOU

If the property is jointly owned, please give names of all parties involved.

If the property is owned by a company, please give registered office, number and place of registration.

NAME .....  
ADDRESS .....  
COUNTRY ..... POST CODE .....  
HOME TEL. .... WORK TEL. .... MOBILE .....  
EMAIL .....  
COMPANY REG. NUMBER (if applicable) .....

ARE YOU RESIDENT OVERSEAS?  YES (If so, please provide a UK address below)  NO  
ADDRESS ..... POST CODE .....  
IS THE PROPERTY FURNISHED?  YES  NO

## ACCOUNTANT

If you require statements to be sent to your accountant, please fill in their details below.

NAME ..... COMPANY .....  
ADDRESS .....  
..... POST CODE .....  
TEL. No ..... MOBILE .....  
EMAIL .....

## BANK ACCOUNT DETAILS

(Where you would like the rent to be paid)

BANK ..... ADDRESS .....  
.....  
..... POST CODE .....  
ACCOUNT NAME .....  
ACCOUNT NUMBER ..... SORT CODE .....

## COMMISSION FEES

(Please indicate fees that apply)

### LONG TERM RENTALS (6 MONTHS OR MORE)

- Introduction service including rent collection: **11% + VAT (13.2%)**
- Introduction and comprehensive property management service: **17% + VAT (20.4%)**

### SHORT TERM RENTALS (LESS THAN 6 MONTHS)

- Including comprehensive property management: **27% + VAT (32.4%)**

INITIALS .....

## TERMS AND CONDITIONS

These terms and conditions (the “Terms”) form the letting and management agreement made between Draker Limited (Co No: 07107760) (“Draker”, “we”, and “us”) and the person(s) named as the Landlord (“Landlord” or “you”) (the “Agreement”).

The Agreement is legally enforceable and as such you should read it carefully. It is important to us that as our client you fully understand the risks and responsibilities of being a Landlord. If you are in doubt about any of the meaning and implications of any of the provisions of this Agreement, you should seek legal and/or other professional advice before you sign.

### 1 Commission Fees

1.1 By signing this Agreement, you are appointing us to act as your agent to undertake a letting of the Property. You agree to pay us any Commission Fees at rates detailed within the Fee and Renewal Schedule information set out below in this clause if a tenant is introduced by us and enters into a tenancy agreement with you for the Property whether the tenancy agreement is concluded by us or you directly or by any third party. The payment of those fees will be made in accordance with clause 1 of this Agreement.

- (a) Should you relocate or enter into a new Agreement in respect to a different Property owned by you with a Tenant that has been introduced to you by Draker, our fee as set out in this schedule will remain due.
- (b) Where a Tenant introduced to you by Draker sources or recommends to you a replacement Tenant for the Property, or any other Property owner by you, fees will remain due to Draker in full as per the fee schedule below.

### 1.2 Initial Commission

1.2.1 When we find a tenant who is accepted by you or whom you have given us authority to accept on your behalf and who enters into a tenancy agreement, our Commission Fees are as follows:

- (a) For Long Term Rentals, being a tenancy agreement of 6 months or more, eleven per cent (11%) plus VAT (13.2%) of the total rent reserved for the duration of the tenancy agreement. Unless agreed otherwise in writing, Commission due is taken from the first rental payment collected or, if this is insufficient, subsequent rental payments received. Where there is a break clause at 12 months or beyond, we will take our commission up to the break clause and annually thereafter. In the event that the tenancy is renewed additional charges will be due in accordance with the Renewal Fee Schedule below and as set out in clause 1.3 below.

- (b) For Short Term Rentals, being a tenancy agreement of less than 6 months, twenty-seven per cent (27%) plus VAT (32.4%) of the total rent reserved for the duration of the tenancy agreement. This is taken from the rent collected or payable by you prior to the commencement of the tenancy agreement. We will secure payment of all rent prior to commencement of the letting, together with a deposit and evidence of the tenant’s identification but we will not take up references unless specifically requested.
- (c) In the event that we provide a Full Management Service additional charges will be due as set out at Clause 12 below.

1.2.2 In any circumstances where the tenant leaves the Property (other than as a result of break at an agreed break clause) and is responsible for your costs (including Commission due to Draker), anything we recover from the tenant we will pass back to you, subject to the deduction of any amounts properly owed by you to us.

1.2.3 Where a Tenant exercises a right to terminate the tenancy agreement at an agreed break clause, upon confirmation of the tenant moving out, we will provide a pro-rata refund of Commission from the date the tenant vacates the Property to the end of the term, subject to settlement of any sums properly owed by you to us.

1.2.4 In the event that the property is sold or changes ownership during a tenancy any fees due or owed as per this agreement remain due from you to Draker for the duration of the tenancy including any renewals, regardless of ownership, unless a new landlord agrees in writing with us to accept the existing tenancy and all standard costs and charges as per this document.

### 1.3 Commission on Renewals

1.3.1 If the tenancy is renewed for a further term or on a statutory periodic basis our Commission will be charged as follows:

- (a) Ten per cent (10%) plus VAT (12%) of the total rent reserved for the first two years’ renewals of the tenancy followed by a fee of six percent (6%) plus VAT (7.2%) for any remaining term thereafter. This payment is taken from the first month’s rent collected. If the first month’s rent is insufficient any balance due may be deducted from any subsequent rental payments.
- (b) If we do not collect the agreed rent, then the commission is payable by you prior to the commencement of the renewal term.
- (c) In the event that we are instructed to provide a Full Management Service (as described in clause 12) charges will be due as set out below.

By marking the applicable box below, you signify your acceptance of our Renewal Fee Commission terms.

▶ <b>Introduction Service</b> including rent collection for the first 2 years' renewals	10% + VAT (12%)	<input type="checkbox"/>
▶ <b>Introduction Service</b> including rent collection for the remaining period	6% + VAT (7.2%)	<input type="checkbox"/>
▶ <b>Introduction and Full Management Service</b> for the first 2 years' renewals	16% + VAT (19.2%)	<input type="checkbox"/>
▶ <b>Introduction and Full Management Service</b> for the remaining period	12% + VAT (14.4%)	<input type="checkbox"/>
▶ <b>Short Let Service</b> including comprehensive property management	27% + VAT (32.4%)	<input type="checkbox"/>

**INTRODUCTION SERVICE INCLUDING RENT COLLECTION – OUR SERVICES**

**2 Initial visit and Marketing**

- 2.1 We shall visit the Property to view it and agree a marketable rental value of your Property with you and discuss any additional circumstances relevant to the Property and its rental which may be dealt with by separate agreement in writing.
- 2.2 We will market your Property to inform prospective tenants that your Property is available.

**3 Viewing**

As and when we have parties interested in viewing your Property, you hereby authorise us to attend and access your Property for this purpose (or any purpose pursuant to these Terms) and we will accompany these individuals to the Property at all times.

**4 Referencing and fraud detection services**

- 4.1 Once a prospective tenant offers to rent your property, we will ask for a completed application for tenancy and for the prospective tenant to provide references in line with our internal referencing procedure. We will then pass information provided by the Tenant to you for questioning and approval. We will collect further references if specifically requested. Due to the varied nature of Tenant profiles we are unable to accept any liability for the references provided by a Tenant and act as an intermediary only.
- 4.2 As a part of our fraud detection and anti-money laundering checks and in line with industry best practice, Draker will electronically confirm you and your prospective tenants identity, where possible, using Smart Search technology (www.smartsearch.co.uk). We will conduct an anti-money laundering search and electronic identification verification using documents and data provided by you or your prospective tenant

(usually a passport copy, home address, driver's license and National Insurance number). At no point will Draker share any of this data with any third party and all information provided will be electronically protected using appropriate online security measures.

**5 Scope of Referencing Services**

The scope of our services in respect of referencing shall be limited as follows: (1) We will obtain reference(s) and/or identification documentation from prospective tenant(s) ("**Tenant Reference Documents**"), (2) We will pass the reference(s) and/or identification documentation received from prospective tenant(s) to you, (3) We are unable to provide to you, any judgment or opinion on the suitability or character of prospective tenant(s).

**6 Risk**

IN ACCORDANCE WITH TERM 5 ABOVE, AND DUE TO THE VARIED PROFILE AND NATURE OF TENANCIES IN CENTRAL LONDON, WE ARE UNABLE PROVIDE YOU WITH ANY GUARANTEE ON THE OPINION OF THE SUITABILITY OF ANY PROSPECTIVE TENANT(S) AND YOU HEREBY ACKNOWLEDGE AND ACCEPT THAT YOU THEREFORE ACCEPT ANY PROSPECTIVE TENANT(S) ENTIRELY AT YOUR OWN RISK.

**7 Right to Rent**

- 7.1 Under Section 22 of the Immigration Act 2014 the Landlord is legally responsible for ensuring that all adult occupants of the Property who are over the age of 18 have valid leave to remain in the UK, and thus the 'Right to Rent' a property in England. The Landlord must satisfy himself of all occupant(s) Right to Rent i) before the commencement of the tenancy ii) upon any renewal and iii) before expiry of the relevant occupant(s) leave to remain in the UK.
- 7.2 The Landlord must maintain a record of all documents and relevant expiry dates and ensure that occupant(s)

without valid leave to remain in the UK are reported to the Home Office as soon as reasonably practical. The Landlord must update Draker as to any Home Office reports.

## 8 Inventories

- 8.1 We recommend that an inventory is made for your Property in all cases (both for furnished and unfurnished premises) to avoid disputes relating to damage claims and costly disputes at the end of the tenancy.
- 8.2 If you decide to draft your own inventory you should ensure you list all contents (fixtures and fittings) and the condition of the property room by room and let us have a copy at our office before the tenant's moving-in date. If you wish us to prepare an inventory for you, we shall be pleased to do so and will provide you with an estimate of cost for doing this before we carry out the work, the cost depending on the size of your Property.
- 8.3 Please note that under the Tenant Deposit Scheme a Landlord may have difficulty in claiming compensation for any loss or damage if there is no inventory. We cannot be held responsible for any loss suffered if this is the case.
- 8.4 If you instruct us to do so, we will arrange to check out the tenant at the end of the tenancy agreement checking the original inventory and reporting to you on any matters which are not as listed in the original inventory. The cost of this checking out service would be at the expense of the Landlord for any assured shorthold tenancies. For any non-assured shorthold tenancies the Tenant would normally pay this cost in accordance with the terms of the tenancy agreement unless otherwise specified.

## 9 Tenancy Agreement, Referencing, Registration of the Deposit and Renewals

- 9.1 Unless you provide us with an alternative tenancy agreement, we will use a standard form tenancy agreement, (a copy of which is available for inspection on request). Any amendments requested by you or the tenant will need to be agreed. The charge for the preparation and completion of this documentation, fraud and identity checks of the Tenant and Landlord via Smart Search technology ([www.smartsearch.co.uk](http://www.smartsearch.co.uk)), referencing of the prospective occupant(s) and registration of the deposit is **£420 plus VAT (£504)**. This is payable by you upon completion of the letting. Once terms are agreed, we will request your written approval (where this is possible and/or have access to an appropriate means of communication) and, as your Agent, we will then sign and exchange the tenancy agreement.
- 9.2 Before the end of the tenancy we will use our reasonable endeavours having regard to the relevant circumstances to contact both you and the tenant to determine if an

extension or continuation of the tenancy is required. If an extension or continuation is agreed, we will prepare a further Memorandum of Agreement or Renewal Document at the cost of **£200 plus VAT (£240)** for your protection. This fee includes re-registration of the deposit. Renewal commission will also become due on signing of the Renewal Document in accordance with clause 1.3. If the tenancy is extended to the original tenant or to any third party associated or connected in any way with the original tenant or introduced by them. This Commission is payable to Draker whether or not we negotiate or conclude any extension of the original tenancy or a new tenancy with any relevant third party as referred to above.

- 9.3 If you require us to serve any Notice on your behalf during the Tenancy, such as a section 21 or section 8 notice, or where we are required to draft and execute a Deed of Surrender to terminate an agreement early we will charge **£100 +VAT (£120)** to prepare and serve this accordingly.

## 10 Deposits

- 10.1 Unless otherwise agreed in writing, we shall hold the deposit in accordance with the provisions of the Tenancy Deposit Scheme as set out in the Housing Act 2004. The amount of the deposit shall be as set out in the tenancy agreement. We will, within 30 days of receiving the deposit (or such other period as shall be prescribed by legislation), subscribe to one of the designated Tenancy Deposit Schemes and within that period shall provide to you and to the tenant full details of the scheme, including such other information as may be reasonably required relating to the deposit and the relevant Tenancy Deposit Scheme.
- 10.2 After the termination of the tenancy we will contact you to confirm any deductions, if any, which you wish to propose to the Tenant. We shall use our reasonable endeavours to agree with the tenant what deductions should be made from the deposit (if any) and will, in any event, within 20 working days of the termination of the tenancy notify you of what sums and or issues remain in dispute, if any.
- 10.3 We will as soon as reasonably practicable after we have notified you of any disputes, refer the dispute to the Administrator of the relevant Tenancy Deposit Scheme who will then determine matters in accordance with the rules of that scheme. You agree to provide such co-operation as is reasonably required to assist in such a referral and the determination or resolution of any dispute. This obligation does not in any way limit your right to make an application to the County Court, where appropriate.
- 10.4 Except with the consent of the tenant or where there

has been a determination made by the relevant Tenancy Deposit Scheme or by a court of law, you accept that, notwithstanding the terms of the tenancy agreement, no deductions will be made from the deposit and that you will not be entitled to claim interest thereon.

- 10.5 All sums paid pursuant to this clause shall be deemed to be paid to us stakeholders. The deposit will be held against any unpaid sums due from the tenant pursuant to the terms of any tenancy agreement with you.

## 11 Utilities and Mail

- 11.1 The tenant will be instructed by us to apply to the Water, Electricity, Gas and Telephone companies for appropriate supply and credit agreements, as well as registering for Council Tax. You should have the telephone service at the Property disconnected. We would recommend that you contact each utility company to ensure that your accounts are properly finalised and that you notify them of any change of liability in terms of payment. Unless otherwise stated rents quoted to a tenant by us on your behalf are exclusive of ground rent and service charge. Utilities for gas, electricity, water, telephone, council tax, fuel oil or other, where independent systems exist are not included as part of any tenancy agreement, with the exception only of short term rentals where all utilities are included (often except the telephone line, internet, and cable or satellite television charges).
- 11.2 It is not part of our normal duties to forward mail to you. Accordingly, no responsibility can be taken for your mail and it is recommended that you arrange for it to be redirected via the Post Office. Please note we will not forward any mail of any outgoing tenant.

## 12 Keys

- 12.1 Although we shall always endeavour to seek approval, we reserve the right to make duplicate sets of keys where these are required (for example, because there may be more than one occupant). We will pass on only the actual costs of the duplicates. We will keep one set securely at our place of business, where possible.
- 12.2 We maintain a secure tag system for all clients' keys which means that they are coded and no address is revealed. In the event of any loss of keys our liability is limited to the cost of replacement of said keys.

## 13 Rent Collection

- 13.1 Unless specifically instructed otherwise by you, we will collect rent payable in accordance with the tenancy agreement and pay it directly into your bank account utilising the BACS system taking into account any deductions due under this Agreement or the tenancy agreement. We use our reasonable endeavours to pay rental to you within seven working days.

- 13.2 We will advise you of any rent arrears and/or non-payment of rent by tenants and will attempt to obtain payment from the tenant by use of the telephone and notices in writing. If appropriate, we will advise you on any requisite legal proceedings that it may be necessary for you to take in relation to the Property, including possession proceedings. You will be responsible for taking any legal action necessary at your own cost and for the recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between you and the tenant.
- 13.3 Should you opt to collect the rent yourself, you agree to settle any introduction and/or management fees in cleared funds before a tenancy begins and within seven days of request upon any renewal in line with Clause 1 and Clause 14 of this agreement.

## 14 Tenancy Support

- 14.1 Unless otherwise instructed by you, we will provide tenancy support to you to assist you with the management of your property including unlimited telephone advice and guidance on all matters of your tenancy that we feel we are able to assist with during working hours for both you and your tenant on your behalf.
- 14.2 This support service is unique to Draker and does not replace or mitigate your responsibilities as a Landlord when managing your property and communicating with your tenant.
- 14.3 Our tenancy team will assist you as much as they can with advice, but you will be expected to respond to your tenant and to organise any maintenance and management of the property yourself.
- 14.4 From time to time you may wish to elect an emergency ad-hoc management service with Draker, should you require extra support and are unable to manage your property yourself. The cost for this will be **£250 plus VAT (£300)** for each issue raised in addition to the cost of the works required. This cost will be for Draker's time and resources in assessing, sourcing, booking and effectively addressing the maintenance issue that has been reported to us.
- 14.5 The Draker ad-hoc management service is limited to three issues per year unless agreed by the Head of Property Management.
- 14.6 We offer a Tenancy Preparation Check service at a cost of £100 plus VAT (£120), this cost is included in our management service for long let Tenancies only. Included is a check of the general condition, cleanliness, smoke and carbon monoxide alarms, appliances, cold and hot water running, heating system operational, light bulbs working throughout and all keys checked before a tenancy is set to start. If any defects are found a quote can be supplied for remedial works subject to clause 14.4.

## 15 Full Management Service

- 15.1 Where you have indicated that you wish us to provide a Full Management Service by marking the applicable box within the 'Commission Fees' 'Long term rentals' in the attached Information Sheet, we will provide the further services set out in this clause.
- 15.2 We will charge an additional six per cent (6%) plus VAT (7.2%) of the total rent reserved for the duration of the Tenancy Agreement (which together with our eleven per cent (11%) plus VAT (13.2%) Commission for the Introduction and Rent Collection service equates to a total of seventeen per cent (17%) plus VAT (20.4%) of the total rent reserved for the duration of the tenancy agreement).
- 15.3 Our minimum period for the provision of the Full Management Service is six months. This service can be terminated by not less than 30 days notice in writing thereafter, such notice not to expire before the end of the first six months.
- 15.4 The Full Management Service includes:
- (a) Arranging with the tenant for the transfer of all utility accounts. Upon termination we shall advise the relevant suppliers that the tenancy has terminated
  - (b) Keyholders' service. We will obtain a set of keys from you prior to commencement of the tenancy agreement and hold them in a secure system. The keys will only be used to permit access to your Property for inspection, repairs, the admission of any utility suppliers and viewings by prospective tenants within the last 60 days of the term of a tenancy.
  - (c) Security systems. We will liaise with any provider of security systems at your Property concerning the upkeep and maintenance of any those system at your Property. However, we will not provide any emergency or call out service.
  - (d) General outgoings. We require a payment on account of **£500.00** against any small payments or other sums that we may expend on your behalf. Also, if you instruct us to do so we will arrange to pay superior landlords service charges, ground rent, insurance contribution and any other sums due under your head lease, provided that you have provided us with sufficient funds to make these payments or have authorised us to deduct the relevant amount from the sums due to you as rent for your Property.
  - (e) We will undertake one visual inspection of your Property in each period of six calendar months. This inspection is not intended to operate as a survey or inventory check but is intended only to check that the tenant is occupying your Property in accordance with the terms of the tenancy agreement limited to such matters as may be apparent from a visual inspection.
  - (f) Repairs. We will liaise with you on any day to day repairs

and maintenance of your Property of which we are advised by the tenant. If the anticipated cost of such matters is likely to exceed **£250.00** we will seek your approval prior to any such expenditure by us. We will, where requested by you to do so, obtain a number of estimates for such work and submit the same to you. However, in emergencies we will take what we reasonably believe are the actions necessary to protect your best interests as regards repairs relating to your Property, without prior consultation with you.

- (g) If during the course of the provision of the Full Management Service, your Property shall, for whatever reason, become vacant we reserve the right to make an additional charge of **£50.00** per calendar month but we will not accept any liability for any loss or damage arising from fire, theft, terrorism, flood or criminal damage.
- 15.5 You authorise us to liaise as necessary with your professional or other advisors in connection with any of the services undertaken by us in connection with the Full Management Service provided by us to you in accordance with this clause.

## 16 Warranties as to Consents and Notices

- 16.1 By signing this Agreement, you warrant to Draker that:
- (a) you are the sole/joint owners of the freehold/leasehold interest in the Property;
  - (b) all owners of the freehold/leasehold interest in the Property will provide us with a copy of their ID.
  - (c) (where appropriate) the lease extends beyond the term for which you propose to let the Property under a tenancy agreement;
  - (d) you have adequate buildings and contents insurance in place
  - (e) you are aware of, and have complied with, all legislation and regulations (including the Safety Regulations as set out in clause 21 below) in respect of the Property;
  - (f) you have the right to let the Property out under the terms of your lease and/or mortgage and have obtained all necessary consents from, and given notices to, your insurers, lenders, mortgagees, superior landlords, freeholders, management companies, co-owners and any local authority. Draker cannot accept any responsibility for liability arising from the failure to obtain any consents which should have been obtained in relation to the letting of your Property.
- 16.2 Should the property become vacant, it is your responsibility to notify your building and contents insurers.
- 16.3 Where you provide us with instructions regarding the termination, proceedings, major repairs, payment or other significant details regarding the letting and/or the Property these should be made in writing. However, in circumstances where you have confirmed verbally that you wish to proceed with a specific action and, in

all the relevant circumstances, we cannot reasonably obtain written confirmation or we need to proceed quickly, you authorise Draker to sign any of the necessary documentation on your behalf.

## 17 Indemnity of Agent

- 17.1 You agree to indemnify us and keep us indemnified as your agents against any costs, expenses or liabilities occurred or imposed on us, whether criminal or civil, provided that they were incurred on your behalf in pursuit of our normal duties as your agent in accordance with the services provided under this Agreement.
- 17.2 You also undertake to indemnify us within 7 days of a demand for payment against us for all claims, costs and expenses or whatever nature made against us relating to you or your Property.

## 18 Interest and Legal Fees

- 18.1 Should any sums payable by you remain unpaid for more than 14 days after the due date, Draker reserves the right to charge you interest at a rate of 2.5% above HSBC Bank plc's base rate from time to time, from the due date to the date any payment is received by us.
- 18.2 If it should be necessary for legal or other advisers to be instructed for the recovery of any sums due from you, you agree to be responsible for any legal fees incurred by us whether or not the matter is determined by a court.
- 18.3 Any interest on sums we hold for you or arising from the tenant's deposit will be retained by Draker.

## 19 Termination

- 19.1 Unless prohibited by law and subject to clauses 13 and 24, you have the right to terminate this Agreement by giving 30 days' notice in writing at any time but if you do so all sums due under this Agreement will still remain due and payable by you.
- 19.2 The termination of this Agreement will not affect any accrued rights or liability of any party which arose in the period prior to termination.

## 20 General

- 20.1 We undertake to carry out all services contracted to be provided with reasonable skill and care and all due diligence but we can provide no assurance or guarantee as to the suitability of any tenant, timely payment of rent and/or other charges or that you will be able to gain vacant possession of your Property at the expiry of any tenancy agreement and we cannot accept any liability resulting from any of these matters.
- 20.2 No amendment to this Agreement or to any other agreement relating to it will be effective and legally enforceable unless evidenced in writing and signed by a director of Draker.

- 20.3 Draker may take commissions of up to 15% plus VAT (18%), introductory fees or referral fees from contractors. This will not affect the total amount you will pay.
- 20.4 All fees and other charges that may be charged by us in accordance with this Agreement will, where applicable, be subject to Value Added Tax at the prevailing rate from time to time.
- 20.5 If for any reason you require copies of any documents or statements previously supplied to you by us, we reserve the right to charge you a reasonable amount for provide these to you but with a minimum charge of £20 plus VAT.
- 20.6 In carrying out our obligations under this Agreement we will comply with the provisions of the EU General Data Protection Regulation (GDPR) 2018 to prevent unauthorised access to and use of any personal data relating to you or any tenant or prospective tenant. We will only use personal data that we hold to provide the services as set out in this Agreement and any related tenancy agreement unless we are required to disclose by law or any regulations of any governmental or similar authority. Where we are not instructed to manage the tenancy, we will always pass on your details to your tenants so they may contact you directly.
- 20.7 We shall have not liability to you as regards any of our obligations under this Agreement to the extent that any delay or failure occurs as a result of factors outside our reasonable control.
- 20.8 Where the Property is jointly owned, you will all be jointly and severally responsible for performing your obligations and meeting any liabilities under this Agreement.

## 21 Taxation – Overseas residents

- 21.1 Where you as the Landlord are non-resident you are still responsible for paying income tax in the UK. Therefore, please ensure your accountant or solicitors or whoever is managing your tax affairs relating to the Property will act as your tax agents for tax matters arising from the letting of your Property.
- 21.2 Under the Non-Resident Landlords Scheme operated by HM Revenue and Customs (HMRC) UK letting agents are obliged to deduct basic rate tax from rents collected. You can apply to HMRC for approval to receive gross rents if you wish to do so and, upon receipt of confirmation in writing of that approval we are permitted to pay you the gross amount of the rental income. However, this does not absolve you from UK tax liability and you must ensure that all such gross receipts are included in your annual UK tax return.
- 21.3 We reserve the right to make a quarterly charge of **£90.00** including VAT (where no approval has been given by HMRC to the payment of gross rental income in accordance with the clause 18.2 above. In those circumstances we will prepare an annual statement for

you showing the total amount of basic rate tax deducted and for which we charge the sum of £120 including VAT. If for whatever reason, we do not or are not able to deduct tax properly payable and deductible we reserve the right to deduct same from all future rental receipts and to account to HMRC of the same.

- 21.4 Please note that you are required to provide us with a UK residential address for service of all notices in connection with tax and other matters pertaining to the Tenancy Agreement. Failure to do so would entitle us to proceed on the assumption that you are not ordinarily resident in the UK. You are responsible for pursuing any refundable sums due from HMRC paid by us on your behalf directly with HMRC.

## 22 Safety Regulations

- 22.1 The Gas Safety (Installation and Use) Regulations 1998 as amended by the Gas Safety Regulations 2009 place duties on landlords, gas consumer installers and suppliers. All gas appliances including cookers, fires, boilers, water heaters and central heating systems must be both fitted professionally and regularly serviced by British Gas or an installer registered with Gas Safe. By law all landlords are responsible for making sure that appliances are maintained in good order and checked for safety at least every 12 months. Landlords are legally obliged to keep a record of the safety checks and to provide this report and certificate to the agent and tenant at the beginning of the tenancy. Please note that a tenant may refuse entry to the premises if the Gas Safe Certificate is not provided. The Gas Safe Advice Line on 0800 408 5500 can offer further advice if required.
- 22.2 The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1996. All beds, upholstery, upholstered furnishings, loose fittings and permanent or loose covers must be fireproof. Therefore, all furnishings must carry a label stating that they comply with the provisions of that Act or that even if they do not carry such a label the Landlord must ensure they comply nevertheless. It is illegal to provide any such property in contravention of these regulations and there are severe penalties for noncompliance.
- 22.3 The Electrical Equipment (Safety) Regulations 1994 State that all electrical appliances supplied with let accommodation must be safe. This applies to both new and second-hand appliances and covers all electrical items supplied for the intended use of the Tenant. The regulations also cover fixed appliances such as cookers, showers and immersion heaters which must also be safe. The only sure method of ensuring that these appliances are safe is to have them tested by a trained competent person using the appropriate calibrated portable appliance testing equipment (PAT).

Failure to comply with the Electrical Regulations may constitute a criminal offence under the Consumer Protection Act 1987 which carries a maximum penalty on summary conviction of a £5000 fine and/or 6 months imprisonment. NB: All appliances must have instruction booklets left at the property – please ensure these are specified in your inventory.

- 22.4 **The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020** states Landlords in the Private Rented Sector must ensure every electrical installation in their residential premises is inspected and tested at intervals of no more than five years by a qualified and competent person. **Landlords are legally obliged** to obtain and supply an electrical safety report before a Tenancy commences showing the results of the test and with a date for the inspection and test to take place. The Landlord must keep a record of the safety checks and provide this report to the agent and tenant at the beginning of a tenancy and supply the report within 28 days from the date of inspection for ongoing tenancies. Please note that the tenant and/or agent may refuse entry to the premises if the Electrical Safety report is not provided. **Failure to comply** may result in a financial penalty of up to £30,000 imposed by Local Authorities.
- 22.5 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require that all residential properties in England have a smoke alarm fitted on every floor of the property where there is a room used wholly or partly as living accommodation and a carbon monoxide alarm in any room where a solid fuel is burnt such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG. Landlords must ensure that these are tested and recorded as in working order on day 1 of any new tenancies.

## 23 Energy Performance Certificates

- 23.1 It is a legal requirement to provide any prospective tenant with a valid Energy Performance Certificate (EPC) with a rating of E or above. If you already have an EPC you should supply us with a copy.
- 23.2 If you do not have an EPC we can organise an inspection on your behalf subject to a fee to be agreed in advance.

## 24 Complaints

- 24.1 If you should have any complaint concerning our services which you are unable to resolve after discussion with the representative or negotiator of Draker you are dealing with, you are requested to place your complaint in writing to a Manager, details from whom can be obtained from Draker. An acknowledgment will be made to you with 3 working days of receipt of the complaint and a formal investigation will then be



made. We will use reasonable endeavours to provide you with a written response within 15 working days of receiving your complaint or let you know where that timetable cannot be met. If the complaint has not been resolved to your satisfaction, you have the right to complain to our Managing Director.

24.2 We are a member of The Property Ombudsman (TPO) ([www.tpos.co.uk](http://www.tpos.co.uk)) Scheme and the UK Association of Lettings Agents (UKALA) ([www.ukala.org.uk](http://www.ukala.org.uk)). We therefore endeavour to comply with their Codes of Practice for Lettings in force from time to time and can provide copies such codes on request. Where a complaint to us has not been settled by us to your satisfaction, you have the right to complain to TPO or UKALA within six months of receiving our final written viewpoint.

## 25 Your right to cancel in certain circumstances

If you are an individual entering into this Agreement otherwise than as part of your business and where you have signed it away from our offices after face to face negotiations or if all the negotiations have been by phone and or email and you have not met our representative face to face, under the terms of Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 you have a right to cancel this Agreement within 14 days of signing it. You do not have to give any reason for cancelling.

If the above circumstances apply and you wish to cancel this Agreement, you must do so in writing and deliver the notification of the cancellation to us personally, by post or sending it by email to the Managing Director. A form of cancellation notice is provided below:

To: Managing Director, Draker Limited, 1 Holbein Place, London SW1W 8NS Email: [ ]

I/We hereby give notice that I/we wish to cancel our Agreement [ref no/details of the Property] with you for the provision of services signed by us on [ ].

Name(s):

Addresses:

Signature(s):

Date:

Where you request that we begin to provide the services detailed in this Agreement immediately and you subsequently cancel this Agreement during the cancellation period, you accept that you will have to pay us any amounts that have properly become due to us under this Agreement in relation to services already provided on your behalf.

A tenancy agreement entered into between you and a Tenant is separate from this Agreement made between you and Draker. The cancellation of this Agreement will not terminate a tenancy agreement and the right to cancel set out in this clause relates solely to this Agreement.

## 26 Liability

Nothing in the Agreement shall limit or exclude Draker's liability for the following:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any other liability which cannot be excluded or limited by applicable law.

**DECLARATION**

I / We have read and accept these terms and conditions set out in this Agreement  
and wish you to provide the service(s) set out in this Agreement.

I request that Draker starts work immediately on this before the cancellation period at clause 25 has expired

SIGNATURE .....

DATE .....

