

LETTING TERMS AND CONDITIONS

PROPERTY ADDRESS

.....
 POST CODE

LANDLORD / YOU If the property is jointly owned, please list the names of all owners.

If the property is owned by a company or trust, please provide the full name, registration number and registered address.
 This form must be signed by an authorised signatory.

NAME(S)

CORRESPONDANCE ADDRESS (this cannot be the property address)

TOWN/CITY POST CODE

EMAIL

HOME TEL. WORK TEL. MOBILE

REGISTRATION NUMBER (if applicable)

ARE YOU CURRENTLY A:

☐ UK RESIDENT ☐ NON UK RESIDENT (please provide UK address below)

IS THE PROPERTY:

☐ LEASEHOLD ☐ FREEHOLD ☐ FURNISHED ☐ UNFURNISHED

BANK ACCOUNT DETAILS

Where would you like the rent to be paid?

ACCOUNT NAME(S)

ACCOUNT NUMBER

SORT CODE

NAME OF BANK

ACCOUNTANT

If you would like us to share statements with your accountant, fill in the below.

COMPANY/NAME(S)

ADDRESS

EMAIL

PHONE

OUR STATEMENTS ARE SENT TO YOU VIA EMAIL. IF YOU WISH TO OPT OUT OF EMAIL ONLY STATEMENTS, PLEASE TICK HERE.

☐

AUTHORISATION:

- ☐ I/we confirm that I/we are the legal owners of the property
☐ I/we wish to instruct Draker Lettings as agent on my/our behalf in accordance with the attached terms and conditions
☐ I/we have read the terms and conditions and understand that on signing this document is legally binding
☐ I/we request that Draker Lettings immediately starts work before expiry of the right to cancel

SIGNED NAME DATE

SIGNED NAME DATE

OUR FEES

INTRODUCTORY FEES

☐ Lettings Service including rent collection	11% + VAT (13.2%)
☐ Lettings and Management Service	17% + VAT (20.4%)
☐ Short Term Lets incl. Management Service	27% + VAT (32.4%)

RENEWAL FEES

☐ Lettings Service including rent collection, for the first 2 renewals	10% + VAT (12%)
☐ Lettings Service including rent collection, for the remaining period	6% + VAT (8%)
☐ Lettings & Management Service for the first 2 renewals	16% + VAT (19.2%)
☐ Lettings & Management Service for the remaining period	12% + VAT (14.4%)
☐ Short Term Lets incl. Management Service	27% + VAT (32.4%)

TERMS & 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 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 the meaning and implications of any of the provisions within this Agreement, you should seek legal and/or other professional advice before signing.

Appointment

By signing this Agreement, you are appointing us to act as your agent to undertake the letting of the Property. You agree to pay us any commission fees as detailed within the Fee Schedule. Draker accepts appointment from the date the Terms and Conditions are signed by you or commences providing its services, whichever is sooner.

In the event you request the provision of our services for a property or properties in addition to that which is depicted under 'Property Address' on page 1 of this document, all terms stipulated within this agreement apply.

Should a tenant be introduced by an employee of Draker to you, fees will become due as outlined in our Fee Schedule if an agreement is entered into for a property which you own or are affiliated with.

Fee Schedule

Introductory Fees become due when Draker introduces a Tenant, accepted by you, and enters into an agreement to rent the Property. The introductory fee is payable as depicted within the Introductory Fee Schedule. The Introductory Fee is payable for any Tenant introduced to you by Draker, whether the Tenancy is finalised by Draker or not. The fee is payable on or before the first day of the Tenancy.

If you instruct the Tenant to pay rent directly to you or via another rent collection agency before or during the Tenancy, any outstanding or future fees will be immediately payable.

Lettings Service including rent collection, being a Tenancy Agreement of 6 months or more, the Fee shall be eleven per cent (11%) plus VAT (13.2%) of the total rent reserved for the duration of the Tenancy Agreement. Fees will be 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. If the Tenancy is renewed additional charges will be due in accordance with the Renewal Fees Schedule.

If we provide a Lettings and Management Service, the Fee will be seventeen per cent (17%) plus VAT (20.4%) of the total rent reserved for the duration of the tenancy agreement. The minimum period of appointment to manage the Property is 6 months. Additional charges will be due as set out under Property Management Service.

Short Term Lets, being an Agreement of less than 6 months, the Fee shall be twenty-seven per cent (27%) plus VAT (32.4%) of the total rent reserved for the duration of the Agreement. Fees will be taken from the rental payment received. 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.

You will be charged an Administration Fee at a rate of **£475 +VAT (£570)** payable on or before the first day of the Tenancy. This Fee includes the provision and completion of a standard Tenancy Agreement, referencing of the Tenant and protection of the Deposit, where applicable. If requested, and within reason, we will amend the Tenancy Agreement to meet your requirements at no extra cost. Should you choose to provide your own Tenancy Agreement you confirm compliance with all current legislation, the Administration Fee will be **£225 +VAT (£270)** in this instance. We reserve the right to refuse this agreement upon review should it not be suitable for the Tenancy. As your Agent we will execute the Agreement on your behalf.

INITIALS

Renewal Fees become due when the Tenancy continues beyond the original fixed term of the Agreement. The Renewal Fee is payable as depicted within the Renewal Fee Schedule for any Tenant who remains at the Property under the Agreement, whether negotiated or finalised by Draker or not. Fees will be taken from the first rental of the renewed term 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 the Tenancy continues on a rolling basis, our Fee will be due for a period of 12 months annually unless otherwise agreed in writing. If you instruct the Tenant to pay rent directly to you or via another rent collection agency before or during the Tenancy, any outstanding or future fees will be immediately payable.

Long Term Rentals for the first 2 renewals, the Renewal Fee shall be 10% +VAT (12%) of the total rent reserved for the duration of the Tenancy Agreement for the first 2 renewal Agreements.

Long Term Rentals for the remaining period, being any Agreement made after the first 2 renewals where an existing Tenant remains, the Renewal Fee shall be 6% +VAT (8%) taken as outlined under Long Term Rentals for the first 2 renewals.

Lettings and Management Service for the first 2 renewals, the Renewal Fee will be sixteen per cent (16%) plus VAT (19.2%) of the total rent reserved for the duration of the Tenancy Agreement for the first 2 renewal Agreements. For any Agreement made after the first 2 renewals where an existing Tenant remains, the Renewal Fee shall be 12% +VAT (14.4%). Additional charges will be due as set out under Property Management Service.

Short Term Lets, being an Agreement of less than 6 months, the Renewal Fee shall be twenty-seven per cent (27%) plus VAT (32.4%) of the total rent reserved for the duration of the Agreement.

An Administration Fee will be charged at a rate of **£225 +VAT (£270)** due on the first day of the renewed term. We will use our reasonable endeavours to contact you and the Tenant before the end of the Tenancy to determine if an extension or renewal is required. This Fee includes the provision and completion of a Memorandum of Agreement outlining the terms in which the Tenancy will continue.

Where applicable, the Deposit will be re-protected for the renewed term. If requested, and within reason, we will amend the Tenancy Agreement to meet your requirements at no extra cost. Should you choose to provide your own Tenancy Agreement you confirm compliance with all current legislation, the administration fee will be **£50 +VAT (£60)** in this instance.

We reserve the right to refuse this agreement upon review should it not be suitable for the Tenancy. As your Agent we will execute the Agreement on your behalf.

Abortive Tenancy Fee

50% of our full fee, as set out in the Fee Schedule shall apply should you inform us that you do not wish to proceed if an offer has been accepted by both parties and after a Tenancy Agreement has been drafted or finalised. Additional fees may be due to us such as the Administration Fee.

Early Termination of a Tenancy Agreement

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

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 Fees 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.

Initial Visit & Marketing

We will view the Property and agree, with you, a marketable rental value. Further advice relevant to the Property will be offered where appropriate and within reason.

The Property will be advertised via our website, social media platforms and using third-party websites. You agree for a marketing board to be placed outside the Property, subject to restrictions within the local area. Unless otherwise instructed we will market your property with an availability date allowing one working day from the end date of the previous tenancy.

You authorise us to access the Property for marketing purposes. Individuals who request to view the Property will always be accompanied by a member of Draker.

Keys

To effectively market and let your Property we require a full set of keys. Keys held by us will be securely held using a secure tag system that protects the anonymity of the property. In the event keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys.

Should keys be held by another agent, you authorise us to use these keys as necessary under this Agreement.

You agree to provide each Tenant, and/or occupant, with a full set of keys prior to the commencement of the Tenancy. Should you fail to provide sufficient keys we will obtain additional copies at your expense.

Financial Crime & Identity Check

We are required by law to adhere to regulatory guidelines under The Proceeds of Crime Act 2002 and The Terrorism Act 2000. Some tenancies may be subject to the application of The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 and The Money Laundering and Terrorist Financing (Amendment) Regulations 2019. These guidelines stipulate strict protocols in relation to money handling and client payment which we are required to adhere to. Our statutory duties in respect to these regulations supersede any pre-existing contractual agreements that may be in place. Should a Tenancy fall under the scope of the regulations referred to above, the legal and beneficial owner(s) will be required to provide satisfactory documents to confirm their identity and address to enable us to conduct an anti-money laundering check where and when required. We reserve the right to utilise third parties for the purpose of identification and anti-money laundering checks which may leave a soft footprint on your credit report.

Proof of ownership of the Property may be required in addition to confirmation of the source and/or destination of funds.

Change in Circumstance

You are obligated to promptly inform us of any change in name, address, country of residence, or any other relevant change in circumstance which may impact our performance as Agent under these Terms and Conditions.

Electronic Documentation

For convenience, and in acknowledgement of the environmental impact of printed paper, we will send all documents to be signed electronically. Should you prefer a physical copy of any documents, please make this request. Any documents signed electronically are binding and stored electronically. We do not hold physical documents in our premises.

References & Risk

Offers received on the Property will be formalised within an Application for Tenancy completed by the prospective Tenant. Thereafter we will obtain proof of the Tenants identity and where the Tenancy is to be 6 months or more, we will collect references in line with our internal policy specific to the type of Tenant and Tenancy.

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) (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). References are shared by the Tenant and approved by you with no liability on Draker.

Subject to written request, we can seek additional information and/or references on your behalf.

We reserve the right to utilise third parties for the purpose of referencing, fraud detection, identification, and anti-money laundering checks. This is included in the Administration Fee at no extra cost to you.

In signing the Tenancy Agreement, you are confirming acceptance of the suitability of the Tenant based on the information available to you at the time of signing.

Deposit

We will obtain a deposit from the Tenant as set out in the Tenancy Agreement. In accordance with the Housing Act 2004, should the Landlord take a deposit from the Tenant under an Agreement, they are obligated to protect that deposit using a government approved Tenancy Deposit Protection Scheme within 30 days of receipt.

For an Assured Shorthold Tenancy, we will register the deposit with our chosen Tenancy Deposit Scheme and provide the Tenant with a copy of the certificate and prescribed information. It is widely accepted that deposit monies should be released within 10 days of the legal end date of Tenancy. Beyond this point, non-disputed funds should be returned to the Tenant.

The Tenant will have 3 months from the legal end date of the Tenancy to raise a dispute under the Tenancy Deposit Scheme to avail of their free arbitration service. We will inform you should a dispute be raised by the Tenant and will upload counter evidence as provided by you as part of this process.

We are members of a Tenancy Deposit Scheme administered by My Deposits (www.mydeposits.co.uk).

We will hold the deposit as a stakeholder. This means we require written agreement from the Tenant and Landlord before deposit monies can be apportioned at the end of the Tenancy. In the absence of this, it may be possible to refer a dispute for arbitration or a court order can be obtained to agree settlement. We accept no liability for the failure to register a deposit held by you or an alternative appointed agent. You will provide proof of your membership to an authorised scheme and/or a copy of the deposit certificate on request.

You will not be entitled to any interest that accrues on the Tenant's deposit. We will not indemnify you against any unsuccessful claims in respect to the deposit howsoever determined.

Overseas Landlords are unable to hold the deposit for the duration of the Tenancy.

Rent Collection

We will collect the rent as outlined within the Tenancy Agreement unless otherwise instructed in writing by both the landlord and tenant. In the event the rent is outstanding for a period of 5 days from the due date we will notify you accordingly. We will make a reasonable attempt to obtain payment from the Tenant by the sending of arrears letters, emails and telephone calls. Should the Tenant fail to pay the rent and our attempts prove unsuccessful, you will be responsible for taking any legal action necessary at your own cost.

Should you decide to collect the rent directly you agree to notify us before the next instalment falls due from the Tenant. You understand that in doing so you must settle any fees owed within 7 days of request, you will no longer benefit from our credit control service nor receive rental statements from us for the remainder of the Tenancy.

Transfer of Monies

We will use reasonable endeavours to transfer monies due to you within 7 working days of the due date taking into account any deductions due under this Agreement or the Tenancy Agreement. Please note, for international transfers there is an administration fee of **£25 +VAT (£30)** payable by you. Should payment be required to be made to an account other than Pounds Sterling (GBP) you accept the exchange rate imposed on the date of transfer. We cannot accept liability for the provision of incorrect or incomplete banking information nor the financial loss of re-issuing payment to you.

Non-Resident Landlords

Non-resident Landlords are still responsible for paying Income Tax or Corporation Tax in the UK. You will need to appoint a suitable tax agent to manage any tax matters arising from the letting of your Property. Under the Non-Resident Landlords Scheme operated by HMRC, UK letting agents are obliged to deduct

basic rate tax from rent collected and account to HMRC. You may apply to HMRC for approval to receive gross rents. If granted, this does not absolve you from UK tax liability and you will be responsible for accounting directly to HMRC annually. For the additional work required when a Landlord does not obtain Inland Revenue approval to receive gross rent, we reserve the right to levy a charge of **£250 +VAT (£300)** per quarter.

You must immediately notify us should your status change as a non-resident Landlord. Should you fail to do so, and we are levied with a penalty, you must pay all of the penalty plus interest and any associated costs incurred within 7 working days of being requested.

You are required to provide us with an UK residential address for service of all notices in connection with the Tenancy Agreement. Failure to do so may lead to the assumption you are not a resident in the UK. You are responsible for pursuing any refundable sums due from HMRC paid by us on your behalf.

Cleaning

We strongly recommend that the Property is professionally cleaned at the start of the Tenancy. On request, we can arrange an independent third party to clean the Property at the price advertised within our price list. The Tenant is then responsible for ensuring the Property is returned to the same standard of cleaning when they vacate at the legal end date. Should the Tenant not return the Property to the required standard of cleaning, the Landlord may be required to cover this expense before reclaiming from the Tenants deposit should the Tenant dispute this requirement.

Inventory & Schedule of Condition

We recommend that an inventory and schedule of condition is made for every Tenancy at check in and check out to avoid disputes relating to damage claims at the end of the Tenancy. We can arrange this on your behalf as advertised within our price list. If you opt to supply your own inventory and schedule of condition that is of insufficient quality or should you decide not to undertake this report, you may be unable to recover expenses in respect to any damages caused by the Tenant to the Property during the Tenancy. You acknowledge that this has been explained and accept that we have no liability in respect to any losses associated with the inventory or lack thereof.

Right to Rent

You are legally responsible for ensuring that all occupants of the Property who are over the age of 18 years old have lawful immigration status 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. Should we obtain identity documents on your behalf for the purpose of this check, it shall not constitute acceptance or responsibility for the Landlord under right to rent legislation. We accept no liability should a Tenant or lawful occupier not have the right to rent after representing they do.

You 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 practicable. You must update us as to any Home Office reports.

Utilities

For long lets, unless otherwise stated within the Tenancy Agreement the Tenant is responsible for the transfer of utilities into their name for the duration of the Tenancy. If you instruct us to manage the property we will, when provided with the necessary information (supplier name and account number, for example) notify existing service suppliers and the local authority of the Tenants liability for the payment of services and council tax during the Tenancy. The local authority and service providers should send relevant communications to the Tenant to assist in the opening of their accounts. It remains the Tenants responsibility to ensure all accounts are opened correctly. It is strongly recommended that you ensure previous accounts are closed ahead of a new Tenancy. We will update providers at the end of the Tenancy and where we do not source the incoming Tenant will place services and council tax into your name. We advise that the telephone service to the Property is disconnected. Unless otherwise stated, rents quoted to Tenants are exclusive of ground rent and service charge. We cannot be held liable should any services not be transferred and/or disconnected.

For short lets (term of less than 6 months), unless other stated within the Agreement you will be responsible for the payment of all services and council tax charges. You must ensure these services remain intact for the duration of the Agreement.

Mail

It is not part of our normal duties to collect or forward mail to you. Accordingly, we take no responsibility for your mail and recommend that you arrange redirection via the Post Office. Do note, we will not forward mail of any outgoing Tenant.

Gas Safety Regulations

The Gas Safety (Installation and Use) Regulations 1998 requires the Landlord to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer. You must keep a record of these checks to track the safety of your appliances when they expire and as proof they have been supplied to your Tenant. You must provide a copy of a gas safety certificate to the Tenant before they move into the Property and within 28 days of the check being completed during the Tenancy. We can organise a gas safety certificate on your behalf at a cost as advertised within our price list. We endeavour to notify you in advance of the expiry of the current gas safety certificate so a new check can be completed. Please note, whilst we may offer our assistance with a prompt and provision of a gas safety certificate the responsibility is that of the Landlord, not the Agent. As such, we cannot accept liability in the event this regulation is breached.

Electrical Safety Regulations

The Electrical Equipment (Safety) Regulations 1994 state that all electrical installations and appliances supplied within rented accommodation must be safe, maintained in good order and checked regularly. For appliances, we recommend that you conduct a portable appliance test (PAT) for electrical items provided within

the Property for the use of the Tenant. All appliances provided for the use of the Tenant must have instruction booklets located within the Property.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 requires Landlords of the private rented sector to conduct an Electrical Installation Condition Report (EICR) to ensure all fixed electrical installations are 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 EICR before a Tenancy commences showing the results of the test, date conducted and the next inspection date. You must keep a record of these checks to track the safety of the electrical installations when they expire and as proof they have been supplied to your Tenant.

Required remedial works as shared within the report are to be carried out within 28 days or within the period specified if less than 28 days. If the Landlord undertakes remedial works as required in the EICR they are required to inform their Tenants of completion within 28 days and to inform the local authority when requested. When an EICR is required during the Tenancy the Landlord must supply the report to the existing Tenants within 28 days of the inspection.

We can organise an EICR on your behalf at a cost as advertised within our price list. We endeavour to notify you in advance of the expiry of the current EICR so a new check can be completed. Please note, whilst we may offer our assistance with a prompt and provision of an EICR the responsibility is that of the Landlord, not the Agent. As such, we cannot accept liability in the event this regulation is breached.

Energy Performance Certificate (EPC)

Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 it is a legal requirement to provide any prospective applicant for a tenancy of the Property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector ("DEI"). This certificate will remain valid for 10 years. The minimum rating required is E unless the Property has valid exemption in place. We must provide any prospective applicant with an EPC when we provide them with written details of the Property or when they first view it, whichever occurs first. If the Landlord already has an EPC a copy should be readily available for download from the EPC Register. Otherwise, it will be necessary for us to arrange one at your expense at a cost as advertised within our price list. We will be unable to market the Property until an EPC has been received.

Smoke & Carbon Monoxide Alarms

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 state the Landlord is legally responsible for ensuring there is a working smoke alarm on every floor of the Property where there is a room used wholly or partly as living accommodation. A carbon monoxide alarm is required in any room which contains a solid fuel burning combustible appliance. You are responsible for ensuring that you have sufficient alarms in place and that each alarm is tested to check in working order at the commencement of the Tenancy. We can organise the provision and fitting of alarms, at your expense, subject to provisional cost, written confirmation, and payment in advance. The cost for this service is dependent on the number and location of alarm(s). Whilst we may test alarms prior to the start of the Tenancy, the responsibility is that of the Landlord, not the Agent. As such, we cannot accept liability in the event this regulation is breached.

Furniture & Furnishings

The Furniture and Furnishings (Fire) (Safety) Regulations 1988, as amended, requires all furniture and furnishings be fireproof and carry a fire safety label as evidence of compliance with the regulations. You warrant that all furnishings supplied in or to be provided to the Property in which an agreement relates, complies with all respects of these regulations for the duration of the Tenancy.

Legionella

Under HSG274 Part 2 (2014): The control of legionella bacteria in hot and cold water systems, the Landlord is legally responsible for carrying out a risk assessment to "ensure that the risk of exposure of Tenants to legionella is properly assessed and controlled" whilst the Property is let.

Licences

The Landlord is responsible for adhering to licencing scheme rules as set out by the local authority. This may mean that you need to hold a licence or have applied for a licence before letting out a property. Licences cannot be held by Draker or any of its employees. There are significant penalties should you fail to meet the requirements as outlined.

In signing these terms, you hereby warrant to us that your property is compliant with the requirements of the local authority in which it is located and that you already hold or have applied for the relevant licence(s). In addition, you agree to stay up to date with changes to licencing scheme rules as set out by the local authority to ensure that your property remains compliant. You will notify us should the licencing requirements vary or if restrictions are imposed on the Property. You further agree to supply us with copies of licences (including drafts and applications) when requested.

We may agree to assist you in the application of a licence subject to an administration fee of **£450 +VAT (£540)** for mandatory licences and **£300 +VAT (£360)** for additional or selective licences. Whilst we may offer to provide administrative services and/or support, we accept no liability for the procurement of a licence and the responsibility remains that of the Landlord at all times. We reserve the right to immediately terminate this Agreement should we become aware that the Property does not meet the requirements of the local authority and in line with our Termination clause.

Homes (Fitness for Human Habitation) Act 2018

You are responsible for ensuring that the Property, including any common parts or shared facilities, are fit for human habitation at the start of and for the duration of the Tenancy.

How to Rent Handbook

Since October 2015 the Tenant of all new tenancies must be provided with a copy of the "How to rent" Handbook. Failure to do so means a valid Section 21 cannot be served. To comply with the De-regulation Act 2015 and to protect clients we will serve a copy of the Handbook, digitally and/or by email, to the Tenant at the start of a new Tenancy and to existing Tenants prior to serving a Notice under Section 21 of the Housing Act 1988.

Tenancy Support

We provide unlimited ongoing support to all clients by offering advice and guidance in respect to the letting and/or management of your Property, where appropriate and at no extra charge. Please note, advice given is for general information only and is not a substitute for independent specialist advice.

If you have chosen to manage the property yourself but find yourself in need of extra support from us, you are able to avail of our ad-hoc management service at a price of **£250 plus VAT (£300)**. This is payable per individual issue reported by you, to us, and covers the time and resources required in addressing a maintenance issue on your behalf. This charge does not include payment for third-party invoices which may be due in addition. Where possible, third-party costs will be quoted and agreed with you in advance of incurring costs. This service is limited to three issues per year unless otherwise agreed by the Director of Draker. This does not substitute or mitigate your responsibilities as Landlord. In paying this fee you temporarily authorise us to act on your behalf and agree to remunerate us for costs incurred.

We offer a Tenancy Preparation Check at a cost of **£100 plus VAT (£120)** which covers an onsite inspection of the general condition and cleanliness the property, smoke and carbon monoxide alarms, appliances working, cold and hot water running, heating system operational, lightbulbs working throughout, and all keys checked before the Tenancy start date. If defects are found, we can supply quotations if requested. Should you wish to proceed with quotations provided, this will be subject to our ad-hoc management fee and cleared funds on account. The Tenancy Preparation Check is included in the cost of our long-let management service.

Dependent on provisions as outlined in the Tenancy Agreement, you may be able to serve formal notice on the Tenant to terminate the Agreement in place. We can serve formal notice on your behalf subject to a fee of **£100 +VAT (£120)**. On receipt of cleared funds, we will review all paperwork and serve the relevant notice on your behalf. Should the Tenant not vacate, independent legal advice is recommended. This service does not substitute or mitigate your responsibilities as Landlord nor does it serve as an alternative to specialist advice and/or services by a legally trained practitioner.

Permission & Consents

The Landlord warrants to Draker that:

- They are the sole/joint owners of the Property and will undertake identity verification checks when requested.
- Where the owner is a joint owner, he/she warrants and represents that all owners are named in the Tenancy Agreement and that they are authorised to give instructions on their behalf.
- All necessary consents for any mortgage lender(s), insurance companies and (where applicable) Superior Landlord(s) are obtained prior to the start of the Tenancy and that they will notify the Tenant and Agent in writing on any conditions imposed by these parties.
- They will provide a copy of the head lease, where applicable.
- Have or will undertake prior to the start of the Tenancy suitable building and/or contents insurance and will ensure these policies remain in place for the duration of the Tenancy.
- They have complied with all relevant legislation and regulations in respect of the Property.

- Where appropriate, the lease extends beyond the term for which you propose to let the Property under a Tenancy Agreement.
- Have provided all relevant information to the Agent and that this information is correct to the best of their knowledge.

Dealing with Third Parties

If requested, and where appropriate, we will liaise with your accountants, solicitors, managing agents, superior landlords, mortgagees and insurance companies.

In the event third parties refuse to communicate with us, who are not a named party, we accept no liability in the event of delay or inability to complete the requested task. We will continue to offer support and documentation directly to you to assist with your communications where possible.

Instruction of Third Parties

Should we instruct third parties on your behalf, we do so in our role as Agent, and with no liability accepted for actions or omissions that may arise from the third party.

Full Management Service

Our Full Management Service includes the following, in addition to the services we provide as part of our Lettings Service.

Inspections: where possible we will undertake two visual inspections of the property a year. This inspection is not intended to operate as a survey or inventory check but to check that the Tenant is occupying the Property in accordance with the terms of the Tenancy Agreement. We are unable to accept responsibility for hidden or latent defects. Should you request additional inspections of the Property a fee of **£100 +VAT (£120)** will be charged unless otherwise agreed in writing.

Tenant Point of Contact: we will deal with day-to-day management including all contact from your Tenant which may include, in person meetings, telephone calls, text messages, emails and letters.

Repairs and Maintenance:

- We will attend to minor repairs and maintenance of the property and its contents that we consider necessary to upkeep your property up to the value of **£250**.
- Should repairs or maintenance exceed the value of **£250** we will contact you for permission to proceed prior to expenditure by us.
- When requested, we will obtain a number of quotations for your review and approval should the value of repairs or maintenance exceed **£500**.
- In case of emergency and where we deem it necessary to mitigate your loss and protect your interests we will proceed with works without prior consultation and with no cap on expenditure.
- Whilst we reserve the right to proceed with works up to the value of **£250**, or above in the case of emergency, we endeavour to confirm all costs with you in advance.

- We will not be liable to repair defects that are not brought to our attention, whether the defect is apparent or not.

Project Management: if the cost of works required exceed **£1,500** and you wish for us to manage the project, a fee will be charged at 10% of the value of the final invoice unless otherwise agreed in writing.

Safety Certificates: we will arrange new safety certificates when current copies are due to expire, at your expense. We will notify you in advance, making you aware of the price before deducting from funds held or the next rental payment.

Payment of Outgoings:

- A minimum balance of **£250**, or other amount to be agreed in writing, is required from the commencement of the Tenancy throughout the management period to enable us to meet obligations on your behalf. This fund will be referred to as a 'float'.
- Payment of outgoings will be made using the float, income received from rental payments or funds paid to us in advance by you/on your behalf.
- Subject to receiving express authority from you, and where we hold sufficient funds, we will pay all rates, charges, expenses and/or other outgoings payable by you in respect to the property. We will be under no obligation to query demands and accounts for such outgoings.
- We cannot overdraw against your account and cannot undertake to meet outgoings beyond funds held on your behalf. Should we not hold sufficient funds to settle an invoice, we may provide your contact details to the supplier to enable them to apply for payment from you directly. We reserve the right to retain the final month's rental payment until satisfied no further expenses will arise.

Utilities: we will, when provided with the necessary information (supplier name and account number, for example) notify existing service suppliers and the local authority of the Tenants liability for the payment of services and council tax during the Tenancy. The local authority and service providers should send relevant communications to the Tenant to assist in the opening of their accounts. It remains the Tenants responsibility to ensure all accounts are opened correctly. It is strongly recommended that you ensure previous accounts are closed ahead of a new Tenancy. We will update providers at the end of the Tenancy and where we do not source the incoming Tenant will place services and council tax into your name. We cannot be held liable should any services not be transferred and/or disconnected.

Key Holding Service: to effectively manage your property, we require a complete set of keys to be securely held at our place of business and made available to approved contractors, members of Draker and any other party authorised by you. Should you fail to provide sufficient keys we will obtain additional copies at your expense.

Security Systems: we will, when provided with the necessary information (provider name and account number, for example) liaise with the provider of security systems at your property concerning the upkeep and maintenance of equipment. We will not provide emergency or call-out services.

Vacant Properties: unless otherwise agreed in writing by a Director of Draker, our management service does not include the supervision of empty properties. Once the property is untenanted, we cannot carry out inspections, pay bills on your behalf nor instruct contractors. We shall not be held liable for any loss and/or damage arising from fire, flood, terrorism, criminal damage, or theft. Should you wish for supplies to disconnected during a vacant period you must instruct us to do so in writing. It is strongly advised that you contact your insurance provider should the property be empty for more than 30 days or as outlined within your policy details.

Minimum Period: the minimum period for our full management service is 6 months. Thereafter, you can cancel this service by giving 90 days notice in writing to your dedicated property manager. Once this service has ended, we will revert to our standard lettings service only and strongly recommend that you contact your tenant directly to introduce yourself and maintain open communication throughout the rest of the tenancy.

Insurance: unless instructed in writing we are unable to notify your insurers or complete insurance documentation in relation to a potential claim on your behalf, we can notify you directly if we believe damage is a result of an insured risk and provide quotations to support your claim. We can facilitate repairs to the property on your behalf subject to instruction and cleared funds on account. Whilst we may assist with the claims process, we cannot accept liability for the outcome nor your responsibilities as the policy holder.

Preferred Contractors: should you prefer that we instruct a company or individual of your choosing to undertake repairs at the property, you agree and understand that it is your responsibility to undertake any relevant vetting. We will liaise with your selected contractors on your behalf when requested and on receipt of contact information. Should they refuse to communicate with us, we accept no liability in the event of delay or inability to complete the requested task.

Indemnity of Agent

You agree to indemnify Draker against any costs, expenses or liabilities incurred or imposed on us, whether criminal or civil due to the failure of the Landlord to fully comply with their legal duties. In addition, you agree to indemnify us against any costs, expenses or liabilities incurred or imposed on us provided they were incurred on your behalf in pursuit of our normal duties as Agent under this Agreement.

Interest & Legal Fees

Fees and invoices demanded by us are payable on demand and when they fall due. Should sums remain unpaid for more than 21 days from the date of demand or the due date, we reserve the right to charge you interest at a rate of 3% above the base rate of HSBC Bank plc from time to time. Interest will be applied from the due date to the date when payment is received in cleared funds to us.

We reserve the right to use funds held on your behalf, inclusive of rental income for any Property let by us, to pay outstanding fees and/or invoices, when payment is overdue by a period of 21 days. We will notify you in advance should these circumstances arise.

Should it be necessary for us to instruct debt recovery services, legal services, or advice due to the non-payment of sums owed by you, you agree to full reimbursement for costs incurred by us whether or not the matter is determined by court.

Legal Proceedings

Draker will not be held responsible for any legal steps or actions taken for the recovery of rent or repossession of the Property. In the event a member of Draker staff is requested to appear before any Court or Tribunal this will be by special arrangement and subject to a fee for attendance in the sum of **£300 plus VAT (£360)** per day or part thereof. We will not accept service of legal proceedings on behalf of the Landlord.

Termination

This Agreement shall terminate on expiry of the Tenancy Agreement or subsequent Agreements or extensions where our duties have been fulfilled to the extent outlined in this Agreement and upon the sale of the Property by you.

We will immediately terminate this Agreement if we have reason to believe that you are in breach of any statutory law or regulation concerning the Property, should you fail to pay Fees as outlined in this Agreement and if you materially break the Agreement by failing to carry out your legal duties after 14 working days of being notified of this failure by us in writing.

Should this Agreement be terminated before the expiry or termination or break clause of a Tenancy (inclusive of any new agreement, renewal, extension or hold over) we will be under no obligation to refund Fees to you for the services provided unless the reason is due to default of us. Fees will become due immediately.

Management services may be terminated after the minimum period of 6 months by either party giving 1 months notice in writing. Notice served by you should be served for the attention of Director of Draker to info@draker.co.uk. These services will otherwise terminate on expiry of the Tenancy Agreement and/or duties attached to the relevant Tenancy (for example, the release of a deposit or on

completion of outstanding maintenance works which commenced but were not finished throughout the course the Tenancy).

Termination, for any reason, is on a without prejudice basis to any accrued rights or liability of any party which arose in the period prior to termination.

General

Commission and Interest: Commission or interest earned by us during the course of our duties will be retained by us.

Incorrect or Withheld Information: in the event you provide incorrect information to us that causes a loss or legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered. We shall not be responsible for latent or hidden defects in the Property.

Remuneration: we may retain funds from rental income or other available funds held in relation to you and/or the Property to settle outstanding fees correctly owed under this Agreement. Should we be required to carry out urgent works at the Property to mitigate damage on your behalf, you agree to remunerate us for any cost incurred.

Safety Certificates: we reserve the right, but are under no obligation to, arrange for safety certificates/checks to be conducted and deduct the cost incurred from rent(s) or other income received on your behalf if such certificates/checks are required under statutory law. You understand that the Tenant and/or Draker may refuse entry to the premises if certificates are not provided.

Change of Details: you will notify us within 48 hours or as soon as is practicable of any change in address, phone number, ownership or equivalent.

Joint Owners: where the Property is jointly owned, you understand you are jointly and severally liable for performing your obligations and meeting any liabilities under this Agreement.

Vacant Possession: Should the property become vacant, it is your responsibility to notify your buildings and contents insurers.

Value Added Tax: 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.

Referrals: commission or other income earned by us while carrying out our duties such as, referrals to solicitors, fees from Tenants, or any other third party, will be retained by us in full. We may take commissions from vetted contractors up to the value of 25% +VAT (30%) of the total invoice for maintenance works and up to **£75 + VAT (£90)** for the administration of fixed tenancy costs. This will not affect the total amount you will pay. Details are available on request.

Communication Preferences: you agree and accept that we will use email as the primary written form of contact during this Agreement. Alternative arrangements can be made available on request. Where your Property is not managed by us, we will provide your contact details to your Tenant. Should you have preferred contact details when it comes to the management of your Property, you agree to share these with the Tenant/Draker as appropriate. On occasion you may receive marketing material from us. Should you wish to opt out of such communications please contact info@draker.co.uk.

Data Protection: in carrying out our obligations under this Agreement we will comply with the provisions of the Data Protection Act 2018 and General Data Protection Regulations (GDPR). In signing this Agreement you consent to the use of your personal data for services as set out in this Agreement and related Tenancy Agreement(s). You understand, and consent, that we may be required to disclose your personal information when requested by law, or any regulations of governmental or similar authority.

Amendments/Variations

This Agreement constitutes the entire Agreement between Draker Lettings and the Landlord and supersedes all prior Agreements, understandings, representations, or communications between the parties. 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.

Data Protection

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in Our privacy policy ("the Policy") that is provided supplemental to these terms.

A copy of the Policy can also be found on our website (<https://www.draker.co.uk/privacy-policy>). If you have any questions regarding the storage or use of the data, please refer to the policy or direct the questions to GDPR@draker.co.uk.

Complaints

Should you have any issues concerning our services which you are unable to resolve with the individual you are dealing with, you are requested to submit a written complaint to the department manager.

This complaint will be acknowledged within 3 working days from receipt and a formal investigation will be undertaken. We will use reasonable endeavours to provide you with a written response within 15 working days from receipt of your complaint or communicate to you should this timeframe not be able to be met. Should the complaint not be resolved to your satisfaction, you must inform us in writing, and we will allocate your complaint to a senior member of staff for impartial review. The same timeframes apply. Following this investigation, you will receive a final viewpoint letter inclusive of any offer made, where appropriate. This letter will confirm that you are entitled to escalate the matter further, should you continue to be dissatisfied, to The Property Ombudsman (TPO) of which we are a member (www.tpos.co.uk).

Liability

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

- Fraud or fraudulent representation;
- Death or personal injury caused by negligence; or
- Any other liability which cannot be excluded or limited by applicable law.

Subject to the above, Draker will have no liability for any indirect losses incurred by the Landlord and which are not foreseeable by both parties such as loss of profits or loss of opportunity in connection to the Agreement.

Your Right to Cancel

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 negotiations have been by phone or email and you have not met our representative in person, under the terms of Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 you have the 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 by email for the attention of The Lettings Director to info@draker.co.uk. A form of cancellation notice can be seen below by way of an example.

To: The Lettings Director, Draker Limited, 1 Holbein Place, London SW1W 8NS

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel our Agreement with you relating to the Property (insert address) signed by the Landlord on (insert date).

Signed:

Name:

Date:

Where you request that we begin to provide our services detailed in this Agreement immediately and you subsequently cancel during the cancellation period, you accept that you will be liable to pay Draker any reasonable costs incurred for services already provided on your behalf.

A Tenancy Agreement entered into between you and the Tenant is separate to this Agreement which is made between you and Draker. The cancellation of this Agreement will not terminate a Tenancy Agreement. The right to cancel relates solely to this Agreement.

DECLARATION

I/We have read, and understood, these terms and conditions and accept that in signing this agreement am bound to the contents.
To be signed by all owners

SIGNED (1) NAME DATE

SIGNED (2) NAME DATE

To be signed by representative of Draker

SIGNED NAME DATE



INITIALS

PROPERTY MANAGEMENT QUESTIONNAIRE

If you have opted for our management service, please complete the section below to enable the effective management of your property.

UTILITY PROVIDERS

GAS

SERVICE PROVIDER

METER NUMBER

ACCOUNT NUMBER

METER LOCATION

ELECTRICITY

SERVICE PROVIDER

METER NUMBER

ACCOUNT NUMBER

METER LOCATION

WATER

SERVICE PROVIDER

METER NUMBER

ACCOUNT NUMBER

METER LOCATION

COUNCIL TAX

BOROUGH

.....

.....

.....

BUILDING MANAGING AGENT

NAME

PHONE NUMBER

EMAIL

ADDRESS

.....

FREE HOLDER OR SUPERIOR LANDLORD

NAME

PHONE NUMBER

EMAIL

ADDRESS

.....

ITEMS UNDER WARRANTY/CONTRACT

To avoid unnecessary maintenance repair charges, please advise if any items listed below are covered by a warranty or contract and provide a copy of any relevant documents

HEATING	☐ YES	☐ NO	FRIDGE/FREEZER	☐ YES	☐ NO
FUSE BOX	☐ YES	☐ NO	TUMBLE DRYER	☐ YES	☐ NO
WASHING MACHINE	☐ YES	☐ NO	OVEN	☐ YES	☐ NO
DISHWASHER	☐ YES	☐ NO	HOB	☐ YES	☐ NO
SINK DISPOSAL UNIT	☐ YES	☐ NO	MICROWAVE	☐ YES	☐ NO
SECURITY ALARM	☐ YES	☐ NO	OTHER		

KEYS

On occasion it may be necessary to obtain additional copies of keys for your property. By signing the below, you confirm authorisation for us to do so on your behalf.

SIGNATURE (S)..... DATE

ANYTHING ELSE? We know that no two properties are the same. If your property has any quirks or special instructions that would assist our property management team, please share it here.

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