



BUSINESS TERMS AND CONDITIONS (Landlord Agreement)

RENT –The amount agreed on the current tenancy agreement (Including renewals / periodic etc.)

Touchwood Homes (UK) Limited, (hereafter “Touchwood Homes”) request all landlords must carefully read and understand our Terms of Business and sign it as soon as possible. Touchwood Homes also require a copy of your identification (Passport or Full UK Driving License) and a recent utility bill or bank statement dated within 3 months.

Please note that the Business Terms and Conditions should be signed and returned either electronically or by way of hard copy. If the agreement is not returned or signed within 7 days after received, Touchwood Homes will assume that they are deemed accepted by the landlord.

For all type of services (**TYPE 1, TYPE 2 AND TYPE 3**) landlords should pay £150 including VAT as administration costs to cover our initial costs. We will obtain third party references for up to two prospective tenants (basic credit checks only). In the event that there are additional tenants or guarantors there will be an additional charge of £35 per reference. This fee will rise to £300 if full reference is required when this is for a maximum of 2 people.

Please select one option below for the service required. Only one option must be chosen.

TYPE 1 - LET ONLY SERVICE

We will undertake Property appraisal and advise you upon marketing and rents achievable and thereafter commence marketing your property and undertake viewings and report to you as required.

We will negotiate the terms of any letting and agree a let on a subject to contract basis.

Having introduced a prospective tenant(s) who signs a legally binding contract for a tenancy upon specified and authorized by you.

(This fee is non-refundable and payable on signing of the tenancy agreement. No renewal fee is payable unless you want us to engage in renewals or renegotiating the terms. In such an event, the fee originally agreed is payable.)

The following services are included.

- Marketing the property via internet and other advertising mediums.
- Accompanying prospective tenants to view the property and receiving offers.
- Collecting the references (Bank, Employer, previous Landlord if applicable) and a basic credit check.
- ♦ Arrange for both parties to sign a Tenancy Agreement. (In person or electronically)
- ♦ Prepare a breakdown cost for the tenant(s) and arrange a payment of initial rent to the landlord, less agreed deductions.
- ♦ Collecting any security deposit paid by the tenants.
- ♦ Landlords should protect the deposit.



Our fee for the above will be 7% for 12 months' rent in advance irrespective of the length of the tenancy.

TYPE 2 - LETTING AND RENT MANAGEMENT SERVICE

In addition to the above Type 1, on securing a suitable tenant for the property,

- a. We will instruct the tenant to make all rental payments directly to us in accordance with the terms of the tenancy agreement. We will receive the rent on your behalf and endeavour to forward any monies received and due to you (less any agreed deductions) within 5 working days of receipt.
- b. If the rent has not been paid within 7 days of the due date, we will notify you, and endeavour to obtain payment from the tenant by means of telephone calls, email and written notices over the next 28 days. If payment is not forthcoming, we will advise legal action for the recovery of rent and repossession of the property where appropriate.
- c. We are unable to undertake legal proceedings on your behalf. You must then instruct solicitors. We will provide you with regular rental statements and an annual statement at the financial year end for tax purposes. You should also monitor your own account as we make credits to the same.

Our fee for the above will be 7% for 12 months' rent in advance irrespective of the length of the tenancy.

TYPE 3 – FULL MANAGEMENT

Our fully managed service includes those services specified in TYPE 1 AND TYPE 2 and, in addition,

We will organise any necessary pre and end of Tenancy arrangements. Prior to tenancy commencement we will arrange:

A landlord gas safety certificate if required (for a fee)
A full electrical safety report of the electrical installations (for a fee)
A professional clean (for a fee)
A chimney sweep if required (for a fee)
A professional inventory clerk to compile a full inventory make and schedule of condition of the property as appropriate (for a fee)
Any pre-tenancy or other instructed works (for a fee)
Arrange and organise the transfer of utilities and services (subject to authorisation) – some utility providers will only accept authorisation from the account holder for data protection purposes.

The arrangement of these services is included within our fee, but any contractor's material and labour cost will be added and deducted from the rent.

Additionally, throughout the tenancy we will:



Arrange regular quarterly property inspections.
Negotiate on the return of the deposit at the end of the tenancy.
Update safety certification
Handle all maintenance issues in accordance with these terms.

In particular: Should you instruct us to manage the property on your behalf, we will become the point of contact for your tenant for the duration of the tenancy.

Our fee for Letting and Rent Management Service will be 12% + VAT payable monthly. (A sinking fund of £1000 should be paid upfront for future repairs.)

INDEMNITY AND COMPLETE INFORMATION:

You, the Landlord indemnify us from and against all costs, claims, demand, damages and expenses howsoever arising under any breach of any statutory requirements or statutory instruments and any claim or prosecution against them whether arising from the Landlord's negligence or failure to comply with any such statutory requirements.

We shall not indemnify the Landlord in respect of any claims made by a third party for any loss, injury, damage or legal or other expenses arising as referred to in this Agreement or otherwise. The Landlord warrants that all the information they have provided to Touchwood Homes is true and correct to the best of their knowledge and belief and includes anything relating to the property and its surroundings that might affect an applicant's decision whether to rent the property or not.

In the event that the Landlord provides incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate us for all losses suffered.

RENEWALS

The renewal of the tenancy is an opportunity to review the terms originally agreed. Our team will review the tenancy with you and advise upon current market conditions and trends as appropriate. We will endeavour to contact both parties to negotiate a renewal or extension of the tenancy.

Should the existing tenant renew, extend, hold over or enter into a new agreement where a rental income is received, our commission will become payable.

Renewal commission will remain to be payable for however long the landlord or any of landlord's associate continues to collect rent from the tenant introduced by us.

Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation. For the avoidance of doubt, renewal commission will be due whether or not the renewed term is negotiated by us.



REFUND OF MONIES

We will not make any refund of commission if the tenancy terminates before the contractually agreed date in the tenancy agreement or any extension of the same whether fixed or periodic, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the property is assigned to another party.

However, should a tenant leave by using a pre-agreed break clause any overpaid fees will be refunded in full at our discretion.

SALE OF PROPERTY TO A TENANT OR FORMER TENANT

Should any tenant, occupant or other connected body or party introduced by us wish to enter into an agreement with the owner to purchase the property, we will offer to manage the sale process on behalf of the owner. A reduced sales fee of 1 % of the purchase price becomes payable when contracts for the sale of the property are exchanged. If we do not manage the sale a fixed fee of £1000 + VAT will become payable to Touchwood Homes.

SALE OF PROPERTY WITH TENANT IN OCCUPATION

Should a property be sold or passed over with the benefit of an on-going tenancy in place, our commission remains payable for the duration of that tenancy and any renewal or extension of it (whether the renewal or extension is by a tenant or permitted occupant).

We recommend that the landlord's solicitor should assign liability for the on-going payment of our commission fee, beyond the contractual date of sale, to the purchaser (who must accept this in writing) and ensure that any necessary notices, updates to tenancy agreements and other relevant legal documentation are prepared.

Should you or your solicitor fail to transfer the liability of the existing tenant to the new owner, you remain liable for all of the terms of this agreement and any on-going fees due. Please note that your solicitor should serve any formal notices to the tenant during the sales process.

EPC – ENERGY PERFORMANCE CERTIFICATE

You are required by law to obtain an Energy Performance Certificate (EPC) before the property can be brought to the open market. Should you already have one please could you send us a copy without delay so that the property can be advertised. Should we not have an EPC or your EPC is expired, you warrant us to obtain one for a fee. Please refer to the government website for updated information about change of EPC requirements over the time.

GAS SAFETY CERTIFICATE

The Gas Safety (Installation and use) Regulations 1998 – All gas pipe work, appliances and flues must be maintained in a safe condition. They must be inspected annually by a Gas Safe engineer and records of each safety inspection must be kept and provided to Tenants within 28 days of the check. Gas appliances should be serviced in accordance with the manufacturer's instructions and by an appropriate person.

You are required by law to obtain a valid gas safety certificate before the start of the tenancy



agreement. Should you already have one please could you send us a copy without delay so that the tenancy can be commenced. Should we not have a valid gas safety certificate or the one is expired, you warrant us to obtain one for a fee. Should any remedial work be needed, you warrant us to do so, and will reimburse us for the costs.

Should you require any further information on Gas Safety, please find a link to the Health & Safety Executive website: <http://www.hse.gov.uk/gas/landlords/index.htm>. Electrical Wiring and Equipment Test.

The safety of the general public is paramount especially when properties are rented. Trading Standards are so concerned about the safety of the public in rented accommodation, their fact sheet stated as follows:

"The Consumer Protection Act 1987 demands that Landlords and their agents provide only safe items with accommodation. People who fail to do this not only put their tenants at risk, but also gain business at the expense of reputable providers of accommodation.

EICR – ELECTRICAL SAFETY AND INSTALLATION RECORDS.

THE ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENT SECTOR (ENGLAND) REGULATION 2020

At start of the tenancy If you want us to do this, you must inform us in writing so we will instruct a qualified electrician to carry out an inspection on your behalf and apply the necessary costs to your account (subject to the necessary funds being available).

Landlords have a responsibility to make sure the electrical installations in their rented properties are safe. The Regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Landlords must provide a copy of the electrical safety report to their tenants, and to their local authority if requested.

It is also recommended that landlord supplied electrical appliances are regularly inspected and tested to ensure they are in a safe condition. If you want us to do this, you must inform us in writing so we will instruct a qualified electrician to carry out a periodic inspection report on your behalf and apply the necessary costs to your account (subject to the necessary funds being available).

CARBON MONOXIDE DETECTORS

Under the Smoke & Carbon Monoxide Alarm (England) Regulations 2015, when the premises are occupied under a tenancy, they must be equipped with a carbon monoxide alarm fitted in any room which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. The landlord must ensure that the alarm is in proper working order on the day a new tenancy begins and remains in proper working order. We also advise that a detector is fitted in a room that contains a boiler. Should at check in a detector be found to be missing or not working our inventory clerk will provide a new one for a fee.

INVENTORIES

We strongly advise that you instruct a professional inventory company to compile a full inventory document, a schedule of condition check in report and a schedule of condition check out report



where appropriate.

We do not provide professional inventories. On landlord's request we will take pictures at both move in and move out situations. Our inventories are not accepted during disputes. We do not hold any responsibility in the event of landlords not having a comprehensive inventory done by accredited professionals.

IMMIGRATION ACT AND RIGHT TO RENT

Should the provisions of the Immigration Act 2014 apply to this letting, we will obtain the necessary identification from the prospective tenant to ensure that they are a relevant national or have the right to rent the property to ensure compliance with the legislation. This will be the Landlords responsibility for TYPE 1 and TYPE 2 agreements.

TENANCY DEPOSIT PROTECTION.

From the 6th of April 2007, all landlords must protect the tenants' deposit in a government-authorized scheme. Failure to comply will have significant consequences such as:

1. The tenant could demand three times the initial deposit.
2. The Landlord will be unable to regain possession of the property using the usual 'notice only grounds'.

For more information, please consult a letting negotiator at Touchwood Homes (UK) Ltd. or call 0845 609 0696 for a leaflet or visit www.direct.gov.uk/tenancydeposit.

Custodial Scheme

The Deposit Protection Service (DPS)

Insurance-based Scheme

1. Tenancy Deposit Solutions Ltd.
2. The Tenancy Deposit Scheme

The landlord confirms that they have read and accept your terms and conditions and appoint Touchwood Homes as their Letting Agent. Landlord confirms that he/she/they is/are legal Owner/s of the subject property and undertake all necessary consents have been acquired and that the furnishing supplied comply with the current Fire Regulations and also Gas Safety (Installation and use) Regulations.

The Landlord or authorized representative warrants that they have the title and power to enter into a Tenancy agreement and that all necessary licenses (including any local authority imposed licenses – HMO or Selective License) and consents have been obtained. The landlord takes full responsibility in obtaining a valid EPC, CORGI (Gas) and Electric Certificate EICR prior to the tenants occupying the property.

The landlord will be responsible for the upcoming Renewal of the EPC, CORGI & Electric Certificates.



Touchwood Homes will not be liable or responsible on this matter or any consequences arising from them.

The landlord hereby authorises Touchwood Homes to act their behalf in the Letting of the subject property during the agreed Letting period to sign agreements and to collect rents where due on their behalf.

The landlord acknowledges that at present is they have not provided Touchwood Homes with a valid EPC , EICR / Electrical Safety and Gas Certificate, hence they take full responsibilities if any legal issues arise with reference to them. They also warrant that they would indemnify Touchwood Homes should a claim arise in this regard.

MONEY LAUNDERING REGULATIONS 2019

The landlord will be asked to provide two items of identification, one proof of residency (such as a utility bill) and one proof of photographic identification (such as a passport). If the landlord is signing this agreement as a corporate landlord, he will be asked to provide proof of existence of the company (such as copy certificate of Incorporation) and confirmation that the landlord is authorised to act on behalf of the company. Copies of these will be retained on file. We may be required, if appropriate, to make disclosures to the Serious Organised Crime Agency.

GENERAL

All fees or commission or other monies are payable within 14 days of the invoice date after which we are entitled to interest on the amount outstanding at 5% over the base lending rate of Lloyds Bank PLC. Where any of our fees or commission charges remain outstanding for more than 21 days, we may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments received on any of your properties.

Any outstanding debts will be referred to solicitors or a debt recovery agency for collection. In addition to sums due to Touchwood Homes and interest thereon the landlord will indemnify Touchwood Homes in respect of all legal and other fees reasonably incurred. Should we process monies on your behalf, we can collect any outstanding monies due by you in respect to your property on any other matter.

Unless Touchwood Homes receives the Owner's specific instructions to the contrary, details of the Property may be given on a commission sharing basis to other agents.

The Landlord acknowledges that Touchwood Homes have strongly recommend if there are any lost or unaccounted keys to the above property that the locks to the property will be changed before a tenancy begins.

With reference to properties under full management, Touchwood Homes will require an additional set of keys.

At any circumstance's landlord should not deal directly with the tenants or any other associates of the tenants, even after the initial terms have elapsed. This is also agreed that the landlord will not move tenants introduced by Touchwood Homes to any of his or his associate's properties without the consent from Touchwood Homes. Touchwood Homes will be paid any commission agreed by the



landlord in this event. For avoidance of doubt, a full year's (12 months) commission will become payable in an event where a landlord breaches the landlord-agency contract by dealing with the tenants directly, moving the tenant to one of his or his associates' another property, assigning or signing a tenancy with the main tenant or any of main tenant's associate.

All due amounts will be collected from any rents received from any of landlord or their associate's property or via legal proceedings including cost of recovery.

Touchwood Homes will not be liable for:

- The rent or any other liabilities outgoings or expenses payable by the tenant.
- Any outgoings payable on the Owner's behalf if they hold insufficient funds or insufficient authority.
- Any costs, expenses or liabilities of the Owner arising from the Property being vacant, damage caused to the Property by reason on any acts or omission of the tenant or his family or licensees.
- Any loss, costs, expenses or liabilities whatsoever arising out of the Owner's failure to seek any necessary consent from any mortgages insurers lenders or landlords or owners of the property.

Each of the clauses in these terms of business rates separately. If any court or relevant authority decides that any one of them are unlawful, the remaining paragraphs will remain in full force and effect.

LEGAL PROCEEDINGS

Should any rent arrears or breaches of tenancy come to our attention the landlord will be informed as soon as is reasonably practicable. Landlord is responsible for instructing his/her own solicitor as necessary and for all fees and charges involved unless there is a valid legal protection policy in place.

Touchwood Homes cannot take legal action on landlord's behalf. Touchwood Homes do not accept liability for rent arrears or breaches of covenant made by the tenant.

Appearance by Touchwood Homes before any court or tribunal will be by special arrangement and subject to an additional charge.

TENANT COMMISSION

We may offer services to a tenant and services may also be offered to them by a third party – we will retain any commissions, interest or other sums so earned. These details will not be disclosed to landlord.

INFORMATION RETURN UNDER SECTION 19 TAXES MANAGEMENT ACT 1970

Touchwood Homes are required by law to provide Inland Revenue landlords full name, address, rented property address, rent per month and the total amount of rent been paid to landlord within a given period and any financial information which relates to the property been rented. The data



controller of Touchwood Homes is exempt from the non-disclosure provisions under Section 35(1) of Data Protection Act 1998.

INCORRECT INFORMATION

Landlord warrants that all the information provided to Touchwood Homes is correct. In the event that you provide incorrect information to Touchwood Homes, which causes Touchwood Homes to suffer loss or causes legal proceedings to be taken, you agree to reimburse and indemnify Touchwood Homes for all losses suffered.

LANDLORD & TENANT ACT 1987

Touchwood Homes are obliged to produce landlord/owners full name and address on all rent demands to HMRC or any other relevant government officials. If your address is outside England and Wales then Touchwood Homes must provide the tenant with an address within England and Wales to which notices (including notices and proceedings) may be served on the landlord. Unless otherwise instructed if landlord address is outside England and Wales, and Touchwood Homes manages their property, Touchwood Homes will use their office address for this purpose. Touchwood Homes will endeavour to forward any notices to the landlord promptly but cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

VAT

All fees referred to in these terms of business are subject to VAT unless otherwise stated.

COMPLAINTS PROCEDURE

Should a landlord have any complaints with Touchwood Homes's service which he/she is unable to resolve with the individual involved, the landlord should then write to the manager in question. The landlord's complaint will be acknowledged within 7 working days of receipt and an investigation undertaken. A full written response will be sent to you within 28 working days of the acknowledgement. If you remain dissatisfied, the landlord must let Touchwood Homes know within 28 working days of receiving our full written response. Landlord will receive the final response within 8 weeks of the date of your formal written complaint. If still dissatisfied Touchwood Homes will ask the landlord to refer the matter to the Property Redress Scheme for review.

NOTICE OF THE RIGHT TO CANCEL

If this agreement is not signed at Touchwood Homes's office in the presence of a representative of the agency with whom the landlord is making the contract and the landlord is a "consumer" then you have a right to cancel the contract within 14 days of signing under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. There is no cancellation rights if this agreement is signed at Touchwood Homes's office at 45 North Road, Southall, Middlesex, UB1 2JL. This is not applicable once the tenancy is signed.

Your cancellation notice should be sent to:



Touchwood Homes Limited (UK)

T : 020 8574 0270 info@twhomes.co.uk

Touchwood Homes (UK) Limited, 45 North Road, Southall, Middlesex, UB1 2JL.

Email: info@twhomes.co.uk

The Notice of Cancellation is deemed to have been served as soon as it is posted or emailed.

ALL FIGURE ARE SUBJECT TO VAT.

COMPANY REGISTRATION NUMBER 08470596

VAT NO 308835391

twhomes.co.uk

45 North Road Southall, Middlesex UB1 2JL

"Service is our forte, Excellence is our goal"



Reg No: 08470596