

Simand Real Estate Terms and Conditions



Simand Real Estate
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Address: New
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It is agreed as follows:

1.1 The Landlord appoints Simand Real Estate as rental marketing agent, this will always include our full marketing appraisal and marketing service.

1.2 The Landlord authorizes the Agent to enter into tenancy agreements with tenants in respect of the Property on the Landlord's behalf and to execute such agreements as authorized agent of the Landlord.

1.3 The Landlord accepts that Simand Real Estate will not serve any legal notices upon the tenant.

1.4 The Landlord warrants that he has both power and title to enter into an agreement with Simand Real Estate

2 Agent's Commission and Management Fees

2 Upon the signing of a tenancy agreement with the tenant, the Landlord agrees to pay Simand Real Estate commission of 5% (6% when including VAT) of the annual rental amount when instructed as the sole agent marketing the property and 8% + VAT (9.6% when including VAT) in all other cases upon the successful introduction of a tenant. Please note a minimum fee of £750.00p +VAT (£900 when including VAT) applies to all Let Only fees. This will be deducted from any monies taken at the start of the tenancy. Upon receipt of an offer from a prospective tenant Simand Real Estate will check all major property advertising portals and base our charges on our findings, our sole agency fee is strictly enforced.

2 If the landlord has opted for full management, then the agreed management fees will be collected on a monthly basis as we collect the rent. We will not invoice for management fees if the rent is in arrears from the tenant.

2 All other disbursements such as inventories or check in charges or charges for safety tests or any third parties will be collected at the start of the tenancy.

2 The fee for arranging the signing of the Tenancy Agreement, the service of the Prescribed information, the service of the rent schedule, the service of the How to Rent Guide and any other legally required documentation such as a Gas Certificate or an EPC will be £90 inclusive of VAT. Since June 1st, 2019 the charging of agency fees to Tenants has been outlawed. Simand Real Estate will therefore charge a fee of £54 per personal application for referencing and administration to the Landlord.

2 If the Tenancy is renewed or extended Simand Real Estate will be entitled to a further fee of 5% + VAT (6% when including VAT) of the new total gross rent reserved under the new Tenancy Agreement at the commencement of the new Term or Period of Occupation. Within the last two months of any fixed Term contract Simand Real Estate will write to the Tenant to enquire whether they would like to extend their tenancy or vacate at the end of the tenancy. If you do not wish Simand Real Estate to offer an extension, then please contact us in good time and confirm your instructions in writing. Simand Real Estate will issue a Pro Rata refund on fees where a Tenant utilises a break clause in an Agreement. The refund will only be given where Simand Real Estate are instructed as sole agent for remarketing for sales or lettings for a minimum period of six weeks. The fees will be levied against any new invoices generated. If the Landlord utilizes a break clause out fees are non-refundable unless the Introduced Tenant has proved unsatisfactory.

2 In the event of any third party associated directly with the tenant, or where the Tenant replaces a Co-Tenant and enters into a consequent Tenancy Agreement or Verbal Agreement where rent is paid (without their being an intervening tenancy) then a fee of 5% + VAT (6% when including VAT) of the total gross rental agreed for the Term will be payable to Simand Real Estate at the start of the new Term or Period of Occupation.

2 The aforementioned fees are payable regardless of whether the Tenancy or Extension/ Renewal was negotiated or arranged by Simand Real Estate provided that any Tenant Introduced by Simand Real Estate is named on the Agreement or any third Party introduced by the Tenant remains in the property.

2 Simand Real Estate offers a renewal waiver fee. This is an additional 3% + VAT or (3.6% when including VAT) of the agreed Term payable at the outset of the Tenancy. Please tick this option at the end if you would like to use the waiver fee. This option allows you to pay 8% + VAT (9.6% when including VAT) at the start of the Tenancy and no extension or renewal fees will be due thereafter. Our management fees are on-going.

2 In the event that a Tenant introduced by Simand Real Estate subsequently enters into an arrangement with the Landlord to purchase property in Simand Real Estate will be entitled to a fee of 1% plus VAT of the sold price upon completion of the sale for the introduction of the Buyer to the Vendor

2 Please sign below to show that you have read and understood our policy regarding the renewal fees.

LANDLORDS SIGNATURE:

3 The Tenancy Deposit

3 Introduced under Part 6 of the Housing Act 2004, the new mandatory Tenancy Deposit Protection schemes means that from 6 April 2007 all deposits taken by landlords and agents in England and Wales must be protected for the tenant. Simand Real Estate will obtain a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. The deposit will be held in accordance with the terms of the tenancy agreement. There are two ways to protect the Tenants Deposit.

3 A custodial type scheme where the deposit is lodged with a government agency for the Term of the Tenancy, this is mandatory for all non-resident Landlords, or

3 An Insurance based scheme where the Agent or landlord can hold the deposit, but it must be insured for the Tenant no less than 14 days after the commencement of the tenancy.

3 Failure to comply with new Law means that the tenant can apply for the deposit to be returned to them through the courts. In addition to having to return the deposit to the tenant the Landlord will in addition be fined an amount equal to three times the deposit amount. The landlord will also lose the right to serve a Section 21 notice on your tenant or evict your tenant through the court system until the deposit is protected.

3 Simand Real Estate will always make sure the landlords use Deposit Protection Scheme or DPS a custodial scheme.

3 Where the Landlord decides to hold the deposit Simand Real Estate will make the deposit available to the Landlord within seven days of receiving the deposit from the Tenant provided that the Landlord has informed Simand Real Estate of his intention to protect the deposit. That leaves the Landlord thirty days to protect the deposit on behalf of the tenant. The Landlord must also provide prior to move in the prescribed Tenancy Agreement to be used with the chosen Scheme. Within 10 days from the end of a tenancy the deposit must be returned to the tenant less any agreed deductions by the landlord/agent.

3 Simand Real Estate takes no responsibility for the failure of a deposit being registered where held by the Landlord or an alternative appointed agent.

4 Incorrect Information

4.1 The Landlord must confirm that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss, or causes legal proceedings to be taken against The Agent the landlord agrees to reimburse and compensate the Agent for all losses suffered. Where a property is purchased from a Local Authority Simand Real Estate will require proof of ownership. Where the property is partly owned by a Housing Association Simand Real Estate will require permission from the Housing Agent to Let the Property.

5 Referencing

5 All tenants will be thoroughly checked through an accredited credit-referencing agency including residency, financial, employment and tenancy history references (unless otherwise agreed by all parties). Where necessary, guarantors will be credit-checked and included in the tenancy agreement, which will be signed by all parties. Company lets will be required to supply details of accounts, proof of trading, and authorized signatories will be required to sign the tenancy agreement.

5.2 Tenants paying rent in advance may not be credit referenced but suitable references will be sought.

6 Viewings

6.1 Viewings will be accompanied by a staff member unless alternative arrangements have been made with relevant parties and will be arranged in accordance with the Owner's and or the Tenants instructions.

6.2 Keys or access arrangements In order for us to market your property you should provide us with keys and any codes or access fobs that we may require to access your property.

6 Please also authorize & arrange for us to use keys held by another agent or concierge, we may make further copies to facilitate viewings. We will not charge you for this service. 6.4 Once a let has been

agreed we will normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at our office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for these keys, if you have spare sets please make arrangements with us so that you do not incur additional costs.

7 Utilities

7 The Landlord agrees to provide The Agent with the details of current utility suppliers

7 Prior to commencement of the tenancy, all utility charges i.e., telephone, gas, electricity, council tax, water rates, service charges payable by the landlord must be paid up to the commencement date of the tenancy. The Landlord must also inform all relevant suppliers about the new tenancy to facilitate a smooth transition including Council Tax and water rates. Electricity key meters must not be in debit and the electricity key must be left in the possession of Simand Real Estate prior to tenancy sign-up. During "void" periods, or between lets, the responsibility for maintenance and payment of all utilities converts back to the landlord where the property is not managed. It is your responsibility to take over the relevant supplies on the last day of occupation; otherwise, you risk termination of the supply.

8 Introduction of Tenant Service

8 Simand Real Estate will provide a free rental valuation of your property and advise of the current rental value we feel can be achieved. We will further advise you of any requirements necessary to achieve the optimum rent. We will base our valuation on comparable evidence and can provide this evidence upon request.

8 Simand Real Estate will advertise the property and will make arrangements for prospective tenants to view the property.

8 Having found a prospective Tenant or Tenants, Simand Real Estate will apply for the necessary financial and personal references to determine the suitability of the Tenant(s). Once we have obtained satisfactory references, we will require the Landlord's approval and acceptance for tenancy. Simand Real Estate will not accept liability for any tenants accepted by landlords without satisfactory references. All offers and negotiations will be subject to contract.

8 It is essential to have a detailed Inventory Report of the property compiled, its contents and the condition therein and. Simand Real Estate will be happy to instruct an Independent

Inventory Company to compile this report on behalf of the Landlord. Simand Real Estate can also arrange for the Inventory Company to compile a 'Check-In' at the start of the Tenancy, the Check-In Report will be added to the Inventory Report. Charges for this service will be relevant to the size and content of the property (details available at the end of the document). Simand Real Estate cannot accept liability for any error or omission on the part of the Inventory Company. Since June 1st, 2019 the Government has outlawed fees to Tenants. Before that date it was common practice for the Fees for check in and out to be divided between Landlord and Tenant. Since that date the cost must be borne by the Landlord alone. Simand Real Estate will NOT appoint an Inventory or a check-in on the Landlord's behalf prior to let unless instructed to do so. There is a tick box on the last page for these services.

8.5 Simand Real Estate will prepare the appropriate Tenancy Agreement and any relevant statutory forms where applicable, unless otherwise instructed, and thereafter supervise and coordinate the documentation until such time as the Agreements have been signed and an exchange has been affected. Wherever possible, Simand Real Estate enter into contracts that come under the Housing Act 1988 and tenancies are drawn up under the guidelines for Assured Shorthold Tenancies. Company let's do not fall into this category; in this case a licence is granted. If you are at all unsure about legal issues concerned with letting, we advise you to consult a solicitor.

8.6 Simand Real Estate will advise The Tenant(s) (via the Tenancy Agreement) of their obligations in relation to the Tenancy.

8.7 Simand Real Estate will advise the Tenant to make the rental payments by a Standing Order to the Landlord's designated bank account, this information will be provided in the Tenancy Agreement.

8.8 Simand Real Estate will not serve a Housing Act of 1988, Section 21 (1) (b), Assured Shorthold Tenancy Notice Requiring Possession, at the start of the Tenancy. This means that should you require your property back for any reason at the end of the arranged contractual fixed term then you must instruct us to notify the Tenant at least two months prior to the end of the arranged tenancy.

8.9 If the Tenant remains in the Property beyond the end of the initial fixed Term and no new fixed Terms Tenancy comes into being the Tenancy will have entered into a Periodic Tenancy by virtue of Section 5 of Housing Act 1988.

9 Management Service

9 In addition to all the services provided by the Introduction of Tenant Service, the Full Management Service offers the following: **9**

Simand Real Estate will arrange the collection of rental monies in accordance with the terms of the Tenancy Agreement. The collection of rent does not include taking any legal action on your behalf for the recovery of late or non-payment of rent. In the event of non-payment of rent, you will be notified at the earliest opportunity.

9 The Agent will maintain all reasonably necessary books and records and, in particular, so as to enable the Landlord's solicitors to serve all necessary notices under any lease of the Property or any part of it and to enable the Landlords' accountants to compile statements of account and tax returns in respect of the Property.

9 The Agent will prepare statements of account for each month, such statements will show all receipts and expenditure by the Agent in respect of the Property for that month.

9 The Agent will settle invoices outstanding from the monthly rent collected. Where a tenant pays rent six months or a year in advance Simand Real Estate will retain £500 on account for maintenance work. **9** Queries on any invoices must be raised within 28 days of the date of the invoice. There will be a charge of £48 per hour for any work carried out on queries raised after this time.

9 The Agent will inspect the state of repair and condition of the Property (excluding attics, lofts and cellars) as often as may be reasonably necessary or halfway through the tenancy to identify all reasonably necessary works of repair and maintenance of the Property. The Landlord will be informed of the results. The cost of each inspection is £36 including VAT

9 Except in the case of emergency to notify the Landlord of all reasonably necessary works or repair and maintenance of the Property and upon receipt of such instructions be in verbal or written to instruct competent contractors and supervise the work of such contractors.

9 Simand Real Estate will carry out works that are necessary and cost less than £300 including VAT as soon as is practical and without waiting for the consent of the Landlord.

10 Landlords obligations

1 The Landlord acknowledges that it is his responsibility to ensure that there are no covenants or other restrictions on the Landlord in respect of letting the Property. If there are any such covenants or restrictions, then the Landlord takes full responsibility for any liability arising from that and shall compensate the Agent for any costs incurred by the Agent as a result. **10.2** The Owner agrees that if the Property is subject to a mortgage then the Owner will inform the lender accordingly.

2 The landlord will inform Simand Real Estate of all the co-owners of the property. This would include co-owners, spouses, relatives and business partners.

3 The Landlord acknowledges that it is his responsibility to insure the Property and all fixtures and fittings and to advise his insurers that the Property is let.

1 The Furniture and Furnishings (Fire Safety) Regulations 1998

The Landlord has a legal obligation to ensure that all furniture in the property fully comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it including in particular the Furniture (fire safety) regulations 1988 as amended by the Furniture and furnishings (fire safety) amendment regulations 1989 and 1993.

10.6 The Electrical Equipment (Safety) Regulations 1994.

The Landlord is required to ensure the safety of electrical appliances, plug sockets and wiring in the property and the electrical supply is "safe" and will not cause danger. It must also comply with all statutory requirements. The Agent can arrange for this to be carried out. **10.6(a)** from 1 July 2020, all new private tenancies in England will need to ensure that electrical installations are inspected and tested by a qualified person before the tenancy begins. The landlord will then need to ensure that the installation is inspected and tested at least every five years – and more often if the most recent safety report requires it. This includes renewed tenancies. An EICR Report is now a legal requirement

1 Gas safety (Installation and Use) Regulations 1998.

As it is a legal requirement for all properties that have gas to have a valid gas safety certificate and for the tenants to receive a copy upon taking possession of the property, we will not be able to proceed with letting the Property unless we have a valid gas safety certificate. The Landlord shall be responsible for leaving instruction books at the Property for all appliances. The Agent can arrange for this to be carried out at a cost of £80.00 plus VAT. (£96 when including VAT) The Landlord is required to instruct the agents or an engineer to carry this out on an annual basis. **10.8 Car parking.**

The Landlord is required to provide the Agent with clear details of the car parking facilities (where applicable) for the Property and shall provide all the necessary permits, fobs etc. to enable the tenant to park on the designated parking space. The Landlord agrees to provide the agent with all the relevant instructions to enable the tenant to park safely and to prevent the tenant from incurring any illegal parking costs e.g., clamping, towing or fines. Should the tenant be clamped because of the Landlords failure to provide clear instructions or access then the Agent accepts no liability for costs incurred by the tenant.

1 Mail. The Agent will take no responsibility for the forwarding of mail.

10.10 Smoke Alarm and Carbon Monoxide Detector

It is a legal requirement that all rental properties in England & Wales follow the [Smoke & Carbon Monoxide Regulations](#). These regulations require that you install at least one smoke alarm on every floor of the property where a room is used wholly or partly as living accommodation and a carbon monoxide alarm must be installed in any room containing a solid fuel burning appliance such as a wood burner, coal fire or biomass. Simand Real Estate also recommend a carbon monoxide alarm where a gas boiler is present.

11 Tax implications

1 Under the Finance Act 1995, all residential letting agents are obliged to advise the Inland Revenue of all lets arranged for a non-resident landlord for UK tax purposes. It is the responsibility of the letting agent, on behalf of the landlord, for the payment of any tax that arises from the letting.

11.2 The non-resident landlord act (this does not apply if you live and reside in the UK) authorizes Simand Real Estate to make sufficient deductions from rental income to meet any income tax demands at the basic rate of tax to cover this liability. Non-resident landlords can, however, apply to the Inland Revenue to register for tax self-assessment. An Inland Revenue form can be supplied, on request, by Simand Real Estate; registration is relatively straightforward. If granted, the Inland Revenue will issue you with an exemption certificate; thus, removing the obligation on the part of Simand Real Estate on Estate Agents to retain tax at source from rental income.

If we are not in possession of the certificate, we will be forced to withhold the required amount, as the Inland Revenue will issue us with demand for the money. Please do not ignore this advice if you are moving overseas, this will result in you paying too much tax.

1 Simand Real Estate do not undertake to submit tax returns on a Landlord's behalf and recommend that you appoint a suitably qualified accountant to handle your tax affairs. Simand Real Estate cannot be held responsible for any demands made by the Inland Revenue upon the Landlord. It always remains the Landlords responsibility to make sure that all their tax affairs are in order and that the Inland Revenue is informed if they are overseas.

11.4 Income tax is payable on all rental income arising from property in the UK regardless of the residential status of the landlord. Landlords domiciled in the UK should include details of their income and expenditure from a let property when completing an income tax return in the usual manner.

11.5 Simand Real Estate will provide monthly statements and invoices for all managed properties. We will not provide an end of year tax return. There is a charge of £60 including VAT for a compiled annual report. This report will only contain information already provided by Simand Real Estate so please keep your statements safe. All our statements and invoices are emailed not posted.

12 Termination of this Agreement

1 The Landlord may terminate this agreement or marketing instruction with Simand Real Estate before the property is let.

2 Where a Landlord withdraws his property after signing our Terms & conditions and agreeing Terms with our introduced tenant(s) Simand Real Estate will invoice the Landlord £100 for our fair costs and disbursements.

13 General Terms of Service

13.1 The successful introduction of a Tenant by Simand Real Estate involves acceptance of the terms and conditions contained herein.

13.2 A minimum fee of £750 (+ VAT) or £900 INCLUDING VAT applies to all rentals. **13.3** All agreements and arrangements made by Simand Real Estate between the Landlord and the Prospective Tenants are not legally binding until all parties have signed a Tenancy Agreement and the Agreement has been executed. For this purpose, you can authorize Simand Real Estate to sign the Tenancy Agreement on your behalf. This way we can exchange contracts very quickly. Please sign below if you would like us to sign the Tenancy Agreement for you.

13.4 Simand Real Estate will accept no responsibility for your Property Licensing requirements.

13.5 Simand Real Estate will arrange and oversee refurbishments works on behalf of the Landlord for a charge of 10% + vat of the overall invoice. Simand Real Estate reserve the right to charge 10% + vat on works arranged in managed properties and other surcharges where the prices for services vary.

13.6 Where a Tenant changeover is agreed during a Tenancy Simand Real Estate will charge £360 including VAT for the referencing and arrangements, the administration and the paperwork.

Authorisation

Please sign the Tenancy Agreement arranged between myself and the agreed Tenant/s as I am unable to attend your offices to sign the agreement. I confirm that I have both title and power to enter into an agreement with The Tenant and hereby authorize a representative of Simand Real Estate to sign the Tenancy Agreement on my behalf.

LANDLORDS SIGNATURE:

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Thank you for choosing Simand Real Estate as your agent.

Address of rental property:

Address:

Post Code:

Name of landlord(s):

If the property is owned by a company, please state the name & company registration number below. Please include the names of all owners where a property is jointly owned.

Company name:

Registration number:

Details of bank where rent is to be paid:

Account holder:

Name of Bank:

Sort Code:

Account number:

Landlord's correspondence address:

Post Code:

Utilities

Gas account number:

Council Tax Account number:

Local Authority:

Electricity account number:

Water Account number:

Landlords contact details:

Mobile Phone:

Home phone:

Email address:

Other contact:

Please make sure we have daytime and weekend contact details.

Please tick level of service required:

☐

5% Let only sole agent (6% including 20% VAT)

☐

10% Let & managed service combined sole agency (12% including 20% VAT)

☐

8% Let only multi agency (9.6% including 20% VAT)

☐

3% Renewal waiver fee (3.6% including 20% VAT)
see clause 2.8 on page 3

☐

5% Managed only service, found your own tenant/s (6% including 20% VAT)

I confirm that I have both title & power to enter into an agreement with Simand Real Estate. I hereby instruct Simand Real Estate to act as my Rental Marketing Agent.

Sign:

Print:

Check in & full inventory price list

Simand Real Estate would strongly recommend that all landlords pay for a professional inventory in order to provide evidence of your properties condition should a dispute arise at the end of the tenancy regarding the condition of the property. Please ask your local contact/valuer for advice regarding this check in and inventory price list are as follows:

The Cost of Check in's & Check Outs only

- | | |
|---|--|
| ☐ Studio & 1 Beds £100 + VAT or £120 Including VAT | ☐ 4 Beds £130 + VAT or £156 Including VAT |
| ☐ 2 Beds £110 + VAT or £132 Including VAT | ☐ 5 Beds £140 + VAT or £168 Including VAT |
| ☐ 3 Beds £120 + VAT or £144 Including VAT | ☐ 6 and above call for fees |

Inventory price list, combined inventory & check in is discounted

Studios and 1 Bedroom

- ☐ Furnished inventory only £120 + VAT or £144 including VAT
- ☐ Inventory and check-in combined £170 + VAT or £204 including VAT

2 Bedrooms

- ☐ Furnished inventory only £135 + VAT or £162 including VAT
- ☐ Inventory and check-in combined £185 + VAT or £222 including VAT

3 Bedrooms

- ☐ Furnished inventory only £150 + VAT or £180 including VAT
- ☐ Inventory and check-in combined £220 + VAT or £264 including VAT

4 Bedrooms

- ☐ Furnished inventory only £170 + VAT or £204 including VAT
- ☐ Inventory and check-in combined £220 + VAT or £264 including VAT

5 Bedrooms

- ☐ Furnished inventory only £180 + VAT or £216 including VAT
- ☐ Inventory and check-in combined £230 + VAT or £276 including VAT

Other

Please be aware that if Simand Real Estate do not have in our possession a Landlord's gas certificate 48 hours prior to the commencement of an agreed tenancy, then Simand Real Estate will arrange for this to be done at the Landlord's expense as it is a legal requirement. If you wish to arrange your own then please allow good time to do so and inform us of this, so that the work is not duplicated.

Please tick if you would like us to arrange any of the following services on your behalf

- | | |
|--|---|
| ☐ Landlord gas safety certificate up to 3 appliances
*Legal requirement
£80 + VAT or £96 including VAT | ☐ Portable Appliance Test or PAT report
Includes Pat test upto 6 appliances *Legal requirement
£75 + VAT or £90 including VAT |
| ☐ Energy performance certificate
Is valid for 10 years *Legal requirement
£75 + VAT or £90 including VAT | ☐ EICR Report *Legal requirement
Electrical Safety Inspection
£160 + VAT or £192 including VAT |

If you have signed this document Simand Real Estate will assume that you have read and understood it, if you have any questions please call your negotiator before you sign. If you have not requested a check in or inventory, then Simand Real Estate will not arrange this on your behalf. This will almost certainly affect your ability to claim any necessary damage deductions at the end of the tenancy.