

These terms of business form a binding contract between you, the landlord, and we, the agency trading at the office address below in respect of the letting and management of the property at the address opposite and any other properties on which you subsequently instruct us to act as your agent. If you wish to instruct us please sign and return this document.

Agency office address:

Whitegates Heanor
37 Derby Road,
Heanor, Derbyshire, DE75 7RG
T: 01773 760311
E: heanor@whitegates.co.uk
W: <https://heanor.whitegates.co.uk>

Property address:

Agency ownership

Pathway Investments Ltd t/a Whitegates (Beeston, Sherwood & Heanor)
Registered No: 7565079
Registered office address:
156 High Road, Beeston, Nottingham, NG9 2LN
VAT No: 112544059

	Managed	Tenant Find
		
Pre-tenancy		
Rental appraisal We will assess the letting potential of your property and suggest a realistic rental value. We will recommend any essential works required to achieve a quick let.	✓	✓
Energy Performance Certificate We will check if your property has a compliant Energy Performance Certificate (EPC), and we can arrange one on your behalf, as necessary, prior to starting marketing.	✓	✓
Property marketing We will promote your property widely, including internet advertising and matching to applicants on our database. We'll write a description in language that appeals to renters, take photographs and, at your option, provide a floor plan. We'll also erect a 'To Let' board.	✓	✓
Accompanied viewings and feedback We will accompany all viewings where possible, making sure that these are scheduled at times to suit if you are in residence, and provide honest feedback. We will showcase the features of your property to maximise its rental appeal.	✓	✓
Tenant referencing We will assess applicants by running identity checks, employment checks, fraud/default database checks and obtaining a credit score. We take up current landlord references (where available) and obtain proof of income.	✓	✓
Right to Rent checks We will check the official documents of all adults (aged 18 years and over) who will be residing at the property to ensure that they have the right to live in the UK.	✓	✓
Tenancy agreement We will draw up a professional tenancy agreement to suit the circumstances of the let. We recommend a minimum contract term of 12-months for continuity of rental income.	✓	✓
Gas safety record We will have every gas appliance at the property (including LPG fired) checked at the start of the tenancy by a Gas Safe registered engineer.	✓	✓

Electrical testing We will arrange an Electrical Installation Condition Report and a Portable Appliance Test before the start of the tenancy and we can arrange to carry out any essential work.	✓	✓
Fire and furnishings We will check the supplied furniture and furnishings to ensure that they are compliant with fire resistance regulations.	✓	✓
Smoke alarms and carbon monoxide detectors We will check that the correct detectors are installed and that they are working at the start of every new tenancy.	✓	✓
Legionella risk assessment We will arrange a risk assessment. If a risk is identified, we can arrange essential works to minimise the risk to the tenant.	✓	✓
Blinds and curtain safety We will organise any essential works so that arrangements for raising and lowering blinds and moving window curtains are compliant with safety regulations to minimise choking hazards.	✓	✓

Start of tenancy

Signing the agreement Once the tenant signs the tenancy agreement we will forward a copy for your records. We will receive the first payment of rent as cleared funds. If a guarantor is required, we will ensure that a legally binding guarantor agreement has been entered into.	✓	✓
Security deposit We will take a security deposit in cleared funds and lodge it with a government approved scheme within the statutory time period. We will provide your tenant with the prescribed information regarding how their money is being protected.	✓	
Inventory and Schedule of condition We will prepare an Inventory and Schedule of condition of the property at the start of every new tenancy which will include utility meter readings.	✓	
Utilities We will contact the utility suppliers to pass on property occupation dates and meter readings. We will also contact the local council tax authority to ensure that its billing records are accurate.	✓	
Accompanied check-in We will arrange an accompanied check-in at the property on the commencement of the tenancy.		

During tenancy

Rent payment and statements We will account to you for the rent received, less outgoings and our fees, accompanied by a statement. We will always transfer the rent we receive into your account within 5 bank working days.	✓	
Tenancy renewal When the tenancy is coming to an end, we will negotiate with your tenant the rental terms and arrange for a renewal agreement to be signed.	✓	

Rent review We will review the rent annually, to ensure it's appropriate to current market conditions.	✓	
Right to Rent re-check service As necessary, we will conduct a check of your tenant's Right to Rent status, as required by the law.	✓	
Regular property visits and reports We will arrange to visit the property regularly (at least two visits per annum) and provide you with a full report of our visit. We will suggest essential maintenance or make other observations and recommendations, as necessary.	✓	
Gas safety record renewal We will arrange for the annual gas safety inspection and record renewal.	✓	
Tenancy matters We will act as the tenant's day-to-day point of contact for all matters arising during the tenancy. We will provide an online facility for your tenant to report maintenance issues.	✓	
Routine maintenance We will deal with all maintenance issues using approved contractors. We will notify you of all works and costs prior to work commencing, unless dealing with an emergency to protect your interests.	✓	
Works over agreed spend limit For works over an agreed spend limit, we will arrange at least two competitive estimates for your consideration. We will confirm when the works have been completed and we will inspect and take photographs of the works on our next property visit.	✓	
Out of hours emergency We provide 24/7 online support to help your tenant deal with emergencies at the property which occur outside of normal office hours.		
Payment of contractors' invoices We will raise contractors' invoices in your name and settle them by deduction from rental income. For more extensive works we will ask for a pre-payment to hold on your account.	✓	
Rent & Legal Protection We will arrange a Rent and Legal Protection policy appropriate to each tenancy's circumstances. Further details of the applicable terms and conditions are attached.		
Eviction of unauthorised occupants We will assist with action to legally remove unauthorised occupants from your property subject to statutory legal process.	✓	
HMRC compliance At your request, we will issue a summary statement showing all receipts and outgoings, for your annual tax return.		
Non-UK residents accounting to HMRC If you are non-UK resident for tax purposes and have not obtained approval to receive rent without deduction of UK income tax, then by Law, we will retain the tax element and pay over to HMRC on your behalf.		

End of tenancy

Arranging deposit return

At the end of the tenancy, we will arrange for the return of the deposit less any agreed deductions.

Check out inspection

We will arrange to inspect and compile a schedule of condition at the end of the tenancy identifying items which fall outside of normal "wear and tear" and may form a claim against the tenant's security deposit.

Damage dispute negotiation

We will advise on the strength of any claim against the tenant's security deposit and will liaise between you and your tenant in the event of a dispute to negotiate an acceptable resolution.

Damage dispute adjudication

If there is a dispute, we will refer the matter to the relevant deposit scheme for independent review. We will prepare relevant documentation for the adjudication process.

Utility switching

We will inform utility companies and local council tax authority of the end of tenancy.

✓

✓

✓

✓

Landlord obligations

Below is a summary of your legal responsibilities as a private landlord and your contractual obligations under this agreement.

Legal interest: By signing these terms of business you agree that you have a legal interest in the property and have obtained permission to let from your mortgage lender and, if leasehold, the freeholder. You agree to insure the building and its contents throughout our agency (the tenant will be responsible to insure their own possessions).

Pre-tenancy

Energy Performance Certification (“EPC”): Your property must have an EPC prior to marketing, and any essential work must be carried out to bring the property up to a minimum energy performance rating of “E”. The property cannot be let if it has a lower rating unless listed on the exemptions register.

Gas Safety: A satisfactory gas safety record provided by a registered Gas Safe engineer must be in place at the start of each tenancy. Any faulty gas appliances must be repaired or replaced throughout the tenancy.

Smoke Alarms and Carbon Monoxide Detectors: There must be a working fire alarm system in the property and carbon monoxide detectors on each floor at the start of each tenancy. Houses in Multiple Occupation may have other requirements.

Fire & Furnishing Regulations: The property can only be let with fire safe compliant furniture and furnishings. Any non-compliant items must be removed.

Service Agreements: You must inform us of any service agreements or emergency cover policies (e.g., British Gas Homecare or Homeserve) to avoid additional costs in the case of emergency. We will not be liable for any such costs where we have not been made aware of such cover in writing.

Blinds & Curtain Safety: Arrangements for raising and lowering blinds and the movement of curtains across windows at the property must be compliant with safety regulations to prevent choking hazards.

Licensing & Houses in Multiple Occupation (“HMO”): Your property may require to be licensed, depending on the local authority.

Money Laundering Regulations: Specified documentary evidence must be provided to comply with Money Laundering Regulations where the rent receivable exceeds defined limits.

Start of tenancy

Keys: Each property must have at least one set of exit door keys (including for the communal door if any) per adult occupier plus one car park fob (if applicable) per vehicle and a full set of keys for retention by us (where we are managing).

Appliance Safety: Instruction booklets for safe use must be provided for all supplied electrical & gas appliances at the property.

Legionella: A risk assessment and any essential work must be carried out to remove or minimise the Legionella risk to the tenant.

Electrical Safety: An Electrical Installation Condition Report and a satisfactory Portable Appliance Test must be in place at the start of each tenancy.

Utilities: All utilities suppliers as well as the council tax authority must be notified at the start of each tenancy. From time to time we may recommend new utility, telephone & broadband suppliers at the property for which we may receive commission.

Garden: Lawn/s and/or garden (if any) must be in seasonal condition at the start of each tenancy. Garden tools should be provided.

Landlords Resident Abroad: You agree to notify us if you are non-UK resident for tax purposes and provide us with HMRC approval to pay rent without deduction. If you have not obtained approval to receive rent without deduction of UK income tax, then we will retain the tax element and pay over to HMRC on your behalf as required by Law.

Warranties & Guarantees: You agree to provide us with details of manufacturer's guarantees, extended warranties (including National House-Building Council (NHBC), Local Authority Building Control Warranty (LABC) and Premier Guarantee) and any appliance service contracts or warranties.

During tenancy

Maintenance: You agree that any essential work is carried out to keep the property in lettable condition as defined by law and free from hazards that may affect the occupier's health and/or safety or to mitigate your losses. If we are managing the property, then from time to time the contractors who we instruct may pay us a referral fee details of which can be found on our website.

End of tenancy

Regaining Possession: You agree to provide us with not less than three months' notice of your intention to regain possession at the end of a tenancy.

Breach of Tenancy: You agree to instruct a solicitor on your own account to serve notice in the event of a breach of tenancy unless you have the benefit of our legal cost insurance cover.

Deposits: You agree to abide by the adjudicator's final decision concerning a disputed return of the tenant's deposit. You agree to pay for any essential work required to bring the property into a re-lettable condition, which may be repaid to you in full or in part depending upon the adjudicator's final report.

Schedule of Charges (incl. VAT)

Description	Managed 	Tenant Find 
Tenant Find fee	✓	£534 incl. VAT £445 excl. VAT
Monthly service commission	12% incl.VAT 10% excl.VAT	£0 incl.VAT £0 excl.VAT
Tenancy set up	£432	£0
Credit references (per applicant and per guarantor)	£31	£0
Deposit registration (per Security Deposit)	£42	£42
Gas safety check	£0	£0
Energy Performance certification	£0	£0
Electrical safety check including domestic appliances	£0	£0
Legionella risk assessment	£0	£0
Tenancy renewal	£72	£174
Rent review	£72	£90
Tenancy check-in, from	£0	£0
Tenancy check-out, from	£0	£0
"Featured property" advertising	£0	£0
Floor plan	£0	£66
Video tour	£0	£0
Professional photography, from	£0	£0
Inventory preparation (unfurnished accommodation), *add {50}% if fully furnished), from:		
Studio/1 bed*	£0	£144
2 bed*	£0	£144
3 bed*	£0	£180
4 bed*	£0	£180
5 bed*	£0	£204
Additional requested property visits (per visit)	£66	£66
Annual statement of income and expenditure for HMRC purposes (per tax year)	£0	£0
Non-UK residents accounting to HMRC (per tax year)	£180	£0
Hourly rate for work not included in your service level (non-exhaustive list below):		
Preparation of documents for dispute adjudication or court proceedings	£66	£66
Drawing up of documentation if not included in Service level	£66	£66

Attendance at court	£66	£66
Early termination of management service with a sitting tenant	£432	£0
Administration fee for withdrawing from an offer of a tenancy	£432	£534
Provision of duplicate documents or statements	£0	£0
Cutting of keys (per key)	£0	£0
Service of statutory notices to recover possession (per notice)	£0	£0
	£0	£0
	£0	£0
	£0	£0
	£0	£0
	£0	£0



The Landlord agrees and confirms:

1. To provide evidence that the Landlord is the legal owner (together with evidence of any other owners) of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
2. That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord would do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.
3. That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
4. That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
5. The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
6. The Landlord agrees to indemnify the Agent (not hold the agent liable) for all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
7. That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
8. That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
9. That the Landlord(s) confirm that they are not subject to a Banning Order and have not been entered onto the database established by the Housing and Planning Act 2016.
10. This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.

The Agent:

11. Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
12. Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
13. Is not responsible for redirecting the Landlord's post delivered to the Property.
14. Is not responsible to manage the Property when it is not let unless by specific agreement.
15. May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
16. Is not responsible for any latent (hidden) defect in the Property.
17. Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
18. Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in our Schedule of Charges.
19. Will notify the Landlord of any notices the Agent receives in relation to the Property.
20. May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
21. The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.
22. It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) in writing. At least one month's notice will be provided.

Financial Matters:

23. The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.

24. The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Schedule of Charges or any revision of the Schedule of Charges notified to the Landlord in accordance with this agreement.
25. The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
26. The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with our Schedule of Charges. Details of such income can be found on our website or by request.
27. The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
28. Where the Tenant is in receipt of benefits, the Landlord will pay and indemnify the Agent for (not hold the agent liable) any requirement to refund benefits.
29. Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with our Schedule of Charges.
30. The Landlord will pay, reimburse and indemnify the Agent (not hold the agent liable) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
31. If a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
32. The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
 - 32.1. The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
 - 32.2. If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
 - 32.3. Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
 - 32.4. The Agent will try and assist in resolving any dispute.
 - 32.5. During a dispute the liability to pay for cleaning, repairs etc. will remain with the landlord. Any award made to the Landlord post-adjudication will be paid over once received.
 - 32.6. If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
33. The Landlord will repay any overpaid rent paid following the expiry of a section 21 notice served by the Landlord which does not expire at the end of a rent period in accordance with section 21C of the Housing Act 1988.
34. Rent Collection: The Agent will exercise best endeavours to collect rent in a timely manner from the Tenant. Rent collection does not imply or guarantee debt collection.

Notices:

35. You may terminate our agency upon the Tenant's vacation of the Property or the end of the tenancy whichever is the later, by giving 2 months prior notice in writing.
36. If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving 3 months' prior notice to allow for the orderly handover of the Property.
 - 36.1. Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
 - 36.2. In the event of cancellation during a tenancy the minimum fee that would be payable is the Tenant Find fee for the agreed term plus other costs incurred, including a reasonable fee for the time in which management has been provided.
37. In respect of a proposed tenancy where the applicant has passed referencing you may terminate our agency and abort the tenancy subject to paying us a Tenancy Abort Fee equivalent to not less than one week's rent plus VAT.
38. If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving 2 months' notice to allow the Landlord to appoint another agent.
39. Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

Data Protection:

40. The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and their details will be placed on the register.
41. The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent and available on the Agent's website.
42. The Landlord will also be a controller in respect of the tenant and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.

Declaration

I/We instruct you to commence immediate marketing of the property notwithstanding the provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and understand that costs may be incurred during the 14 day "right to cancel" period which I/We will be liable to pay whether or not we exercise our right to cancel.

IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO A BINDING AGREEMENT.

I/We agree and accept these Terms of Business and instruct the Agent to undertake the service as detailed below:

☐ Premium Managed

☐ Managed

☐ Rent Collection

☐ Tenant Find

I / We agree to be bound by these Terms of Business

I / We are resident in the UK for tax purposes ☐ Yes
☐ No

Landlord 1 name (print):

Signature:

If signing on behalf of a company, in what capacity are you signing:

Date of signature:

Landlord's address, or if a company the registered office address:

I / We agree to be bound by these Terms of Business

I / We are resident in the UK for tax purposes ☐ Yes
☐ No

Landlord 2 name (print):

Signature:

If signing on behalf of a company, in what capacity are you signing:

Date of signature:

Landlord's address, or if a company the registered office address:

Agency details

Whitegates Heanor
37 Derby Road ,
Heanor, Derbyshire, DE75 7RG
T: 01773 760311
E: heanor@whitegates.co.uk
W: <https://heanor.whitegates.co.uk>

Agency proprietor

Pathway Investments Ltd t/a Whitegates (Beeston,
Sherwood & Heanor)
Registered No: 7565079
Registered office address:
156 High Road, Beeston, Nottingham, NG9 2LN
VAT No: 112544059

Signed on behalf of the
agency proprietor:

Print name:

Date of signature:

Consumer Protection – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days of the conclusion of the contract.

To exercise the right to cancel, you must inform us at the address below of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached Model Cancellation Form but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. In the case of an electronic or fax communication you may send this up to and including the last day of the 14-day period.

Agency details:

Whitegates Heanor
37 Derby Road ,
Heanor, Derbyshire, DE75 7RG
T: 01773 760311
E: heanor@whitegates.co.uk
W: <https://heanor.whitegates.co.uk>

Effects of your cancellation

If you cancel this contract, the agency will reimburse you for all payments the agency received from you. However, any work undertaken during the lead up to the cancellation in connection with your property will remain payable to the agency and/or their approved contractors. For example, an EPC carried out at your instruction, at your property (within the cancellation period) in order for the agency to commence the marketing of your property, will require payment.

If you requested to begin the marketing of your property during the cancellation period, you will be required to pay the agency an amount which is in proportion to what has been performed until the communication of cancellation was sent to the agency. This is in comparison the full coverage of the service requested.

Please note you will not incur any fees as a result of any reimbursement.

I / We have received the above information.

Landlord 1 name (print):

Signature:

Date of signature:

Landlord 2 name (print):

Signature:

Date of signature:



Cancellation Form

To:

Address:

Phone number:

Fax number:

Email address:

I / We* hereby give notice that I / We* wish to cancel my / our* contract for the supply of the Letting and Property Management Services provided by the above company initially agreed on:

Date:

Landlord 1 name (print):

Signature (only if this form is notified on paper):

Date of signature:

Landlord's address, or if a company the registered office address:

Landlord 2 name (print):

Signature (only if this form is notified on paper):

Date of signature:

Landlord's address, or if a company the registered office address:

* Please delete as applicable