

INSTRUCTION LETTER

Dear

Re

Further to our recent conversation, we are pleased to receive your instruction to market the above property to let and as such, please kindly read through and complete this document at your next earliest convenience. It outlines our fee schedule and asks you which services you require.

We know that not all clients are the same, so for us to provide our excellent service we must take time to understand your needs, starting with this document. With this returned, we can assure you that we will meet all the demands placed on us to provide a great service that you can rely on.

Please note, the additional services are chargeable extras which will be deducted from the rental received. Where rental monies do not cover the total services cost, pre-payment by debit card or bank transfer will be required.

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and Archway Lettings Ltd T/As JTM Homes ("Archway Lettings T/As JTM Homes" or "the Agent" "us" or "we") of 695 Holloway Road, London, N19 5SE. The Landlord should read this Agreement carefully. By signing this Agreement the Landlord accepts the Terms and Conditions set out in this Agreement together with the attached brochure ("the Brochure") which forms part of the Agreement and sets out the full details of each Service, the rights and obligations of both parties in the Agreement and the Brochure; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement and the Brochure the word "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy at the property. The word "Property" means the Property address shown below.

1. Parties to this Agreement:

This Agreement is made between:

Archway Lettings Ltd T/As JTM Homes

And

and relates to the Property known as: (**"the Property"**)

2. Initial Rent: Term of the Tenancy:
3. Furnishings: **Furnished** **Unfurnished**
4. Pets Accepted: **Yes** **No**

- If yes, please confirm whether you would like to charge the tenants extra per month for having a pet. This would equate to an additional £25.00 pcm. If you would like to charge this, please click the aside button

5. Property Tenure: **Freehold** **Leasehold**
6. Block Managing Agent details (if applicable):
7. Type of Management Service:

Full Management Service

Let and Rent Collection Service

Let only Service

HMO Management Service

The Conditions of the Agreement

1. Introduction

Archway Lettings Ltd T/As JTM Homes is a Lettings and Management Company who specialise in providing a professional service to landlords and tenants.

Fees and expenses are shown in the attached Schedule 1 Commission Fees and Charges.

Sole Agency

By appointing us, you agree that we shall have sole agency to market the Property for a period of 8 weeks ("the Initial Period"). The sole agency can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

In the following circumstances the Landlord will be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
- Where the Landlord instructs another agent during or after the Initial Period of the Sole Agency. The Agent will also be entitled to commission fees in each of the following circumstances:
- If Tenancy Agreements for the letting of the Property are exchanged during our Sole Agency even if the tenant was not found by us but by another agent or by any other person, including yourself;
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced* to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.

**A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements / window displays / internet exposure / applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.*

OR

Multiple Agency

By appointing us, you agree that we shall act on a multiple agency basis to market the Property for a period of 8 weeks “the Initial Period”. The multiple agency can be terminated at the end of the Initial Period by giving us two weeks written notice. If you do not terminate the multiple agency it will continue until we receive your written instructions.

Archway Lettings Ltd T/As JTM Homes will provide the following Services:

Letting Only Service

1. Advise on possible market rent achievable in current conditions and the statutory obligations with which the Landlord must comply;
2. Advertise the Property;
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising where suitable, erection of a marketing board to the exterior of the Property in line with local conservation regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board;
4. Introduction of a prospective tenant and negotiating terms between the parties;
5. Where possible to take up suitable references and/or credit references for your approval through a third/party referencing agency. Details of their service is shown in the attached brochure The fee for referencing is payable by the Landlord;
6. Carry out all Right to rent checks under the Immigration Act 2014 and the Immigration Act 2016 in – house or through a third party supplier and forwarding them to the Landlord for approval. If Archway Lettings Ltd T/As JTM Homes do not manage the Property, any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy at the Property. Archway Lettings Ltd T/As JTM Homes have no liability if the Landlord fails to comply with his statutory responsibilities;
7. Arrange an inventory (“the Inventory”) if instructed on behalf of the Landlord, and the check in of the Inventory with the applicant (“the Applicant”) The cost of compiling the Inventory and the check-in and the check-out is borne by the Landlord;
8. Draft the tenancy agreement (“the Tenancy Agreement”) and relevant documents required by statute;
9. Protect the security deposit (“the Deposit”) through the TDS / Custodial Scheme if the Tenancy is an Assured Shorthold Tenancy (“AST”) and serve the relevant Prescribed Information on the Tenant if Archway Lettings Ltd T/As JTM Homes hold the Deposit. If the Landlord holds the Deposit, Archway Lettings Ltd T/As JTM Homes will arrange for the Deposit to be transferred to the Landlord after the Tenancy Start Date. Archway Lettings Ltd T/As JTM Homes will serve the Prescribed Information on the Tenant but it will be the responsibility of the Landlord to serve any other documents on the Tenant. Archway Lettings Ltd T/As JTM Homes have no liability if the Landlord fails to serve the required documentation correctly;
10. Serve the draft Tenancy Agreement and if it is an AST the “How to Rent” Handbook, a copy of Gas Safety Certificate and the EPC on the prospective Tenant. If the deposit Archway Lettings Ltd T/As JTM Homes The Prescribed information is also served;
11. Receive the Deposit and the first month’s rent from the Tenant on behalf of the Landlord if Archway Lettings Ltd T/As JTM Homes the Deposit;
12. Arrange for the first instalment of rent (“the Rent”) to be paid in advance to the Landlord’s account as soon as reasonably practicable after deduction of our fees and expenses;
13. Advise it is the Landlord’s responsibility to notify the utility companies (telephone, gas, water, electricity, alarm if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts;
14. Endeavour to negotiate any renewals or extensions on the Landlord’s behalf if requested. You should be aware our fees remain payable even if we do not act on your behalf while the tenant remains in the Property;
15. As the Agent, Archway Lettings Ltd T/As JTM Homes is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the fees of Archway Lettings Ltd T/As JTM Homes are payable in full upon the commencement of the Tenancy.
16. Supply keys to the tenant and have additional sets cut if necessary at an additional charge to the Landlord;

17. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord and provided the relevant instructions and documents are received;
18. Negotiate the renewal of the Tenancy at the end of the fixed term ("the Term") together with any rent increase if possible if instructed by the Landlord;
19. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord;
20. Advise it is the Landlord's responsibility to arrange repairs if Archway Lettings Ltd T/As JTM Homes do not manage the Property.
21. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit. Archway Lettings Ltd T/As JTM Homes will not negotiate on the Landlord's behalf;
22. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated prior to the end of the initial fixed Term.

Rent Demand Service

In addition to the above Archway Lettings Ltd T/As JTM Homes will do the following:

1. Collect Rent on the Landlord's behalf;
2. In the absence of receiving the Rent we will send two rent demand letters to the Tenant;
3. Upon receipt of the Rent we will forward the funds to your nominated bank account.
4. You should arrange a facility with your bank to ensure that all outgoings are covered and to allow change of a rent payment date, void periods or non-payment of the Rent;
5. We will prepare regular statements of account to you and/or a nominated person;
6. Advise the landlord if any arrears arise. Archway Lettings Ltd T/As JTM Homes cannot take Court proceedings on the Landlord's behalf;

Property Management Service

In addition to the above Service Archway Lettings Ltd T/As JTM Homes will do the following;

1. Advise it is the Landlord's responsibility to notify the utility companies (telephone, gas, water, electricity, alarm if applicable) and Archway Lettings Ltd T/As will notify the local water authority and local authority of the changeover of occupants at the commencement and termination of the tenancy;
2. Collection of Rent as above.
3. Pay out of the Rent received, any agreed outgoings such as service charges and/or maintenance charges and account to you regularly, provided that we are duly notified in advance of any regular out goings and the demands/invoices are subsequently forwarded to us;
4. Handle all maintenance issues on a daily basis, subject to any agreed financial limits;
5. Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payments of the invoices are the responsibility of the Landlord. Archway Lettings Ltd T/As JTM Homes will take payment for the invoices from the next rent received.
6. Arrange visits to the Property approximately every six months two times a year provided the Tenant grants access; Archway Lettings Ltd T/As JTM Homes will inform the Landlord if access is refused and await further written instructions.
7. Arrange all repairs up to a limit of **£100.00** including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held;
8. Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute
9. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord expense;
10. Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit; including forwarding any adjudication to TDS if a dispute arises unless either party disagrees. If the Landlord has chosen to register and/or hold the deposit under either the DPS or my deposits themselves it is the Landlord's responsibility to initiate any deposit balance release and/or forward any dispute to adjudication via the relevant scheme unless either party disagrees;
11. Prepare the documents for adjudication if requested but subject to an additional charge;
12. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
13. Endeavour to obtain a forwarding address from the Tenant;
14. Advise that Archway Lettings Ltd T/As JTM Homes can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;

15. Advise that the Management Service cannot be terminated until after the first six months of the Tenancy by giving three months' notice in writing. However commission and fees for the Letting and Rent collection remain payable while the Tenant or an associated person occupies the Property.

House in Multiple Occupation ("HMO") Management Service;

1. To carry out the full Management Service as shown above;
2. To insure that all conditions of the licence granted to the Landlord are carried out and if relevant checked during management visits;
3. Erect a plaque/notice giving full contact details of the managing agent at a visible place in the Property
4. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the Licence and to arrange all works to be carried out at the Property to ensure with present and any future requirements of the granting of the Licence when they come to the attention of the Agent. The Agent will not be liable for losses suffered or legal action taken against the Landlord if the Agent does not hold funds to carry out works on behalf of the Landlord.

Landlord's Undertaking

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses and costs;
2. Provide keys to us for the purpose of viewings;
3. Agree we may appoint a sub agent if this helps to let the Property;
4. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if Archway Lettings Ltd T/As JTM Homes do not manage the Property. Archway Lettings Ltd T/As JTM Homes has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to Archway Lettings Ltd T/As JTM Homes for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later;
6. Provide a copy of the head lease to ensure the Tenant complies with any conditions;
7. Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions;
8. Comply with all safety regulations regarding electricity, gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations
9. Compensate Archway Lettings Ltd T/As JTM Homes for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Archway Lettings Ltd T/As JTM Homes;
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will deducted from all rent payments by Archway Lettings Ltd T/As JTM Homes;
11. Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy;
12. Not to discriminate against any applicant, tenant or any employee of Archway Lettings Ltd T/As JTM Homes. If discrimination occurs Archway Lettings Ltd T/As JTM Homes can give immediate written notice to terminate the Agreement;
13. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property;
14. To determine whether you need a property licence and obtain such a licence;
15. To provide the Agent with full details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse for any compensation for a breach of the Licence conditions;

Deposit – Where Archway Lettings Ltd T/As JTM Homes hold the deposit

Archway Lettings Ltd T/As JTM Homes hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the Tenancy Deposit Scheme "TDS". Full details of the TDS can be provided by Archway Lettings Ltd T/As JTM Homes together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

General

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it;

1. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Archway Lettings Ltd T/As JTM Homes will be the address specified upon page one of the Agreement.
2. We trade as a Limited Company registered at Companies House (Reg no 4594439). The VAT number is **778329774**.
3. We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: **N01773**.
4. We are members of the Association of Residential Lettings Agents and National Association of Estate Agents and subscribes to their Code of Conduct;
5. The service of notices on either party will be by hand delivery, or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the email address of either party provided from time to time. The address for service for the Landlord and Archway Lettings Ltd T/As JTM Homes will be those specified in the Confirmation of Instruction to this Agreement;
6. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Archway Lettings Ltd T/As JTM Homes or their employees;
7. The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of Archway Lettings Ltd T/As JTM Homes even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Archway Lettings Ltd T/As JTM Homes for the acts or omissions of any of their partners, consultants, employees or agents;
8. Archway Lettings Ltd T/As JTM Homes and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and Archway Lettings Ltd T/As JTM Homes must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties;
9. We reserve the right to assign the rights and or obligations under this Agreement;
10. We reserve the right to vary the terms of this Agreement by giving the Landlord one month's written notice;
11. We may vary this Agreement by informing the Landlord in writing;
12. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Archway Lettings Ltd T/As JTM Homes; sight of any marketing or advertising material produced by Archway Lettings Ltd T/As JTM Homes; or by Archway Lettings Ltd T/As JTM Homes instructions; by way of an introduction from an existing occupier for whom Archway Lettings Ltd T/As JTM Homes has previously charged a commission; through the work of the Landlord or any other agent where his occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Archway Lettings Ltd T/As JTM Homes and the Landlord. All charges and fees are shown inclusive of VAT;
13. Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Archway Lettings Ltd T/As JTM Homes is the effective cause; and for the period of time of any such renewal, extension or continuation of the Tenancy;
14. **If the Tenant or any person associated with the Tenant purchases the Property the Landlord agrees to pay Archway Lettings Ltd T/As JTM Homes commission of 2% inc vat of the purchase price and inclusive of fixtures and fittings;**
15. There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an e mail address and an address abroad. Archway Lettings Ltd T/As JTM Homes strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.

16. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Archway Lettings Ltd T/As JTM Homes has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Archway Lettings Ltd T/As JTM Homes wishes to refer the matter to a solicitor; or if Archway Lettings Ltd T/As JTM Homes are specifically required to divulge the information by law; or to pass it to a government agency by law; or to comply with any terms of this Agreement;
17. We will retain the Landlord's details for marketing purposes **for 6 years** unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC;
18. Any interest accrued on monies that Archway Lettings Ltd T/As JTM Homes hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs; and any fees paid by a tenant will be retained. Full details of fees paid by a tenant can be obtained from the Archway Lettings Ltd T/As JTM Homes website; www.jtmhomes.co.uk
19. From time to time we may receive fees from contractors which we retain. This does not affect the quality of the service provided;
20. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
21. If the Landlord signs this contract **away** from the offices of Archway Lettings Ltd T/As JTM Homes under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Archway Lettings Ltd T/As JTM Homes of their decision to cancel this contract by post to the address on page 1 of the Agreement, or email to lettings@jtmhomes.co.uk. The Landlord may use the Cancellation Notice below before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Archway Lettings Ltd T/As JTM Homes is informed about the decision to cancel this contract. Under the Cancellation Regulations Archway Lettings Ltd T/As JTM Homes cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Archway Lettings Ltd T/As JTM Homes begin the service in writing by signing below.

I/we wish Archway Lettings Ltd T/As JTM Homes to begin marketing the Property immediately.

Signed: _____

Print name: _____

Cancellation Notice: Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Jason Dyer; JTM Homes, 695 Holloway Road, London, N19 5SE; jason@jtmhomes.co.uk



I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business signed

on _____.

Name(s) _____

Address: _____

Signature(s):

Commission Fees and Charges

JTM Homes commissions are based on a percentage of the rent due by the Tenant throughout the term of the initial tenancy and any subsequent renewal, extension or periodic tenancy, as follows:

Letting Fee – Payable for the initial 12 Months:

9% of the total rent payable for the entire length of the tenancy stated in the tenancy agreement plus VAT at the applicable rate, payable in advance at the commencement of the tenancy and/or extension, continuation, or periodic tenancy.

Based on the asking rental of _____ our **Letting Fee** for the **initial 12 month** tenancy would be:

Letting Fee Payable (including VAT):

In the event that the agreed rent is higher or lower than the example above, our Letting Fee will be correspondingly higher or lower.

Renewal Fees - Payable where a Tenancy continues beyond the initial 12 Month Term:

As discussed, where a tenancy **continues beyond the initial 12 Month term** and is formally renewed for a further term, the letting fee is reduced on a sliding scale, at 12 monthly intervals.

Based on the asking rental of **Rent: £3,000 pcm**, our **Renewal Fee/s** would be:

First Renewal Fee/s Payable After 12 Months:

Agreed at **8%** + VAT at the applicable rate.

Annual Renewal Fee Payable: (inc VAT): £

Second Renewal Fee/s Payable After 24 Months:

Agreed at **7%** + VAT at the applicable rate.

Annual Renewal Fee Payable: (inc VAT): £

Third & Subsequent Renewal Fee/s Payable After 36 Months:

Agreed at **6%** + VAT at the applicable rate.

Annual Renewal Fee Payable: (inc VAT): £

In the event that the agreed rent is higher or lower than the example above, our renewal fees will be correspondingly higher or lower.

In the event you do not wish us to become involved in any renewal, extension or periodic tenancy, our Letting Fee remains payable by you.

Rent Collection:

If you require this service, JTM Homes commission for **Rent Collection** is **3.0%** of the total rent payable for the entire length of the tenancy plus VAT at the applicable rate, payable from and at the same frequency as rent received.

Based on the asking rental of **pcm**, our **monthly rent collection fee** would be as follows:

Rent Collection Fee Payable Per Month (inc VAT): £

In the event that the agreed rent is higher or lower than the example above, our Rent Collection Fee will be correspondingly higher or lower.

Management Fee:

If you require this service, JTM Homes commission for **Management** is **7%** of the total rent payable for the entire length of the tenancy plus VAT at the applicable rate, payable from and at the same frequency as rent received.

Based on the asking rental of _____, our **monthly Management Fee** would be as follows:

Management Fee Payable Per Month (inc VAT)

In the event that the agreed rent is higher or lower than the example above, our Management Fee will be correspondingly higher or lower.

Additional Charges (Standard):

Standard set up Fee £156.00 (inc Vat for up to 2 tenants)

Referencing for up to two tenants (ID checks, Right-to-Rent check, financial

credit checks, obtaining references from current or previous employers/landlords and any other relevant information to assess affordability) as well as contract negotiation (amending and agreeing terms) and arranging the signing of the tenancy agreement.

Additional Tenant referencing fees £48.00 (inc Vat) per Tenant

In addition to the set-up fee above, to reference each additional tenant.

I/We agree to the above fee schedule, should JTM Homes rent the above property:

Signed..... Dated.....

Signed..... Dated.....

Additional Charges (If Applicable):

Withdrawal from an Agreed Offer: £168.00 (Including VAT)

Plus the reasonable cost of any expenses incurred

Guarantor fees: £48.00 (Inc VAT) Per Guarantor

Covering credit referencing and preparing a Deed of Guarantee (or as part of the Tenancy Agreement)

Inventory Fees: 1 bed £120, 2 Bed £132, 3 Bed £144, 4 Bed £198 & 5 Bed £258 (All Inc VAT)

Preparation of an Inventory by a third party inventory clerk and the fee is payable at the start of the Tenancy.

+ Accompanied Check –in: £18.00 (Inc VAT) in addition to the above.

Check-Out Fees: 1 bed £120, 2 Bed £132, 3 Bed £144, 4 Bed £198 & 5 Bed £258 (All Inc VAT)

Preparation of a Check-out by a third-party inventory check-out clerk and the fee is charged at the end of a Tenancy

Registration for the Tenancy Deposit Scheme: Free (Managed)/ £100.00 Inc VAT (Let only)

Change of Sharer Fee (If break clause is in contract): £198.00 (Inc Vat)

Consultancy for the following:

- **Additional visits to a property if we are managing it: £15 Per hour (Inc VAT)**
- **Waiting time at the property: £15 Per hour (Inc VAT)**
- **Having extra sets of keys cut: £15 Per hour (Inc VAT)**
- **Visits during a void period, per visit (once every 2 weeks): £30 (Inc VAT)**
- **Issuing Section 21 notice (Free for Managed properties): £50 (Inc VAT)**
- **Tax retention for a non-resident landlord per quarter: £25 (Inc VAT)**
- **Preparation of documentation for TDS adjudication: £25 per hour (Inc VAT)**
- **Attendance by Archway Lettings Ltd T/As JTM Homes to Court or a tribunal, on behalf of the Landlord: Details upon request but subject to additional charges**
- **Preparation of Archway Lettings Ltd T/As JTM Homes Standard Tenancy Agreement: £198 (Inc VAT)**



Gas Certificate:

Arrange for a gas safe engineer to attend, organise access and diarise for receipt of certificate and email copies to Landlord and Tenant: **£72 Inc VAT (Managed) / £122.00 Inc VAT (Let Only) - includes £50 (Inc VAT) Admin Fee**

EPC:

Arrange for a qualified EPC clerk to attend, organise access and diarise for receipt of report and email copies to Landlord and Tenant: **£75 Inc VAT (Managed)/ £105 Inc VAT (Let Only) - includes £30 (Inc Vat) Admin fee**

EICR:

Arrange for a qualified electrician to attend, organise access and diarise for receipt of certificate and email copies to Landlord and Tenant: **1/2/3 Beds - £175.00 to £245.00, 4 Beds - £275.00 5/6 Beds - £345 to £400.00 (Managed)**. NOTE: There will be an **additional £50.00 (Inc VAT) admin fee for organising this service for Let Only/Rent Collection properties**

Landlords Questionnaire – Which Services Do You Require?

Gas Safety Regulations (1998) –

It is a legal requirement to ensure that gas appliances are properly installed and maintained in a safe condition so as to avoid the risks of carbon monoxide poisoning. It is the responsibility of Landlords to ensure all gas appliances and gas installation pipework (which now includes boiler flues) owned by them are checked for safety at least once a year by a member of the council for registered gas installers (Gas Safe). In addition, accurate records of the safety inspections and any work carried out must be kept. The current safety certificate must always be available for any tenant prior to them taking occupation of a property.

Faulty equipment can lead to death and a conviction of unlawful killing on a Landlord. Under the regulations, any appliance that does not conform can be disconnected.

You must have a current gas safety certificate if there is a gas meter present at the property, regardless if there is a gas supply going into the premises.

	Please organise a Gas Safety Certificate at a cost of £72.00 (inc vat) for Managed Properties or £122.00 (inc vat) for Let only properties (This includes an £50.00 administration fee for arranging a Gas safe engineer to attend, access, key collection & emailing all parties copies of this certificate).
	JTM HOMES hold a current Gas Safety Certificate for the property.
	Do not organise a Gas Safety Certificate. I will take responsibility for this and provide a copy of the certificate prior to the Tenancy.
	No gas in property declaration - I hereby confirm and warrant that there is no gas supply or meter in the above property, nor are there any gas appliances within the property, therefore the obligations under the gas safety (Installation and Use) Regulations 1998 do not apply.

EPC –

It is a legal requirement for all rental properties to have a valid Energy Performance Certificate (EPC) prior to marketing.

	Please organise an EPC at a cost of £75.00 (Inc VAT) for Managed Properties or £125 (Inc
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	VAT) for Let only properties (This includes an administration fee £50.00 for arranging an energy assessor to attend, access, key collection & emailing all parties copies of this certificate.
	JTM HOMES hold a current EPC for the property.
	Do not organise an EPC. I will take responsibility for this and provide a copy of the certificate prior to the Tenancy.

The Furniture and Furnishings (Fire) (Safety) (Amended) Regulations (1993) - It is an offence to supply in the course of business (which includes residential lettings) any furniture which does not comply with the above regulations. The regulations apply to sofas, beds, bed-heads, children’s furniture, garden furniture suitable for use in a dwelling, scatter cushions and pillows, stretch or loose covers for furniture, and other similar items. The regulations do not apply to curtains, carpets, bedclothes (inc. duvets & mattress covers). Any furniture manufactured after March 1990 is likely to comply, but if the appropriate labels are not on the furniture, you should check with the manufacturer to confirm compliance.

I confirm that JTM HOMES has advised me of my obligations under the above act and I have removed any furnishings that do not comply.

Signed:.....Dated:.....

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 - The Government has laid The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 meaning landlords must ensure every fixed electrical installation is inspected and tested at least every five years by a qualified person. The Regulations also state that a landlord is required to obtain a report of the results of the inspection and test, supply it to each tenant within 28 days and retain a copy until the next inspection is due.

<http://www.legislation.gov.uk/ukxi/2020/312/part/1/made>

	Please organise an Electrical inspection.
	Please <u>do not</u> organise an Electrical inspection – I confirm that JTM Homes has advised me of my obligations under the above act. As a result, I do not require a certificate and refuse to allow JTM Homes to organise one.
	Please organise a Portable Appliance Test.
	Please <u>do not</u> organise a Portable Appliance Test – I am aware of the possible consequences of not having the portable appliances at the property tested and certified as safe to use. I confirm that the portable appliances I have provided at the property are safe and comply with my obligations under the Act. As a result, I do not require a certificate and refuse to allow JTM Homes to organise one.
	JTM Homes holds a current Electrical Certificate and/or PAT test.

Electrical Inspection Costs

1/2 Beds	£175.00 to £245.00	3 /4 Beds	£190.00 to £345.00	5/6 Beds	£220.00 to £400.00
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Note: There will be an additional £50.00 (Inc VAT) admin fee for organising this service for Let Only/Rent Collection properties

We will endeavour to book the most cost-effective engineer however as you can appreciate this will be down to availability. The exact price of the report will be confirmed at the time of booking.

Portable Appliance Test costs

1-20 Appliances	£99.00
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Any additional appliance thereafter	£5.00
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The Building Regulations 1991 – Smoke Alarms - The above regulations require that all properties built since 1992 must be fitted with mains operated interlinked smoke detectors/alarms on each floor. From the 1st October 2015, Landlords are required by law to install working smoke alarms in all rental properties, and carbon monoxide alarms in high risk areas such as those where a solid fuel heating system, Gas boiler and Gas hob are installed. As of 1st October 2022, the requirements are expanded so that any room with a fuel burning appliance will require a carbon monoxide alarm. The legislation also requires landlords to take action when tenants report a faulty alarm to them. The regulations apply both to houses and flats and also to HMOs; and are included in HMO licences. Failure to comply can lead to a **civil penalty being imposed of up to £5,000**. For further information please follow the link below:

<https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords/the-smoke-and-carbon-monoxide-alarm-england-regulations-2015-ga-booklet-for-the-private-rented-sector-landlords-and-tenants>

	Please arrange for a handyman to fit a smoke alarm(s) (where necessary) - £70.00 + VAT per alarm, for supply and fit
	Please arrange for a handyman to fit a carbon monoxide alarm(s) (where necessary) - £70.00 + VAT per alarm, for supply and fit
	Please <u>do not</u> arrange for a handyman to attend to fit new smoke alarms and any carbon monoxide alarms, I understand my obligations and can confirm that the current alarms in the property are sufficient.
	If there are carbon monoxide alarms already installed in the property please add the expiry dates.

The smoke alarms (and carbon monoxide alarms where applicable), must be tested and confirmed as working on the tenancy start date. Should you request we arrange a professional inventory on your behalf, the clerk will check the alarms and record they are working in the inventory report. However, if you opt not to have a professional inventory, you must make provisions to test the alarms, and you must inform us in writing that they are all working on the tenancy start date.

	Please arrange for a handyman to attend to test the smoke alarms and any carbon monoxide alarms on tenancy start date at a cost of £70.00 + VAT.
	Please <u>do not</u> arrange for a handyman to attend to test the smoke alarms and any carbon monoxide alarms, I understand my obligations and will confirm to JTM Homes in writing/ the inventory clerk will report back on my behalf, on the tenancy start date to confirm that the alarms are tested and working.

Legionnaire’s Assessment - The control of Legionella bacteria in water systems in private rented accommodation now falls under the revised Health & Safety at Work Act 1974, and is controlled by the Health & Safety Executive’s (HSE) directive ACOP L8 (Approved Code of Practice: Legionnaire’s Disease and the Control of Legionella Bacteria in Water Systems).

All ‘Duty Holders’, both Landlords and ourselves, as Letting and Managing Agents, collectively have a legal duty to carry out Legionella Risk Assessments to ensure the safety of Tenants from contaminated water systems in all properties that are rented.

The risk assessment itself must be carried out by an appropriately qualified ‘competent’ person with the requisite specialist skills and knowledge. Components of the system, temperature settings, deadlegs, water samples and other information are recorded and any control and preventative measures will need to be undertaken.

By law, the risk assessment must be instructed prior to the commencement of the tenancy.

	Please arrange for a Legionnaire’s Assessment to be carried out at a cost of £96.00.
	Please <u>do not</u> arrange for a Legionnaire’s Assessment to be carried out. I understand my obligations and will take responsibility for this.

Professional Inventories –

We strongly recommend that a professional inventory is carried out by an independent third party at the property on or before the date the tenancy commences. Should you choose not to complete a professional inventory, you will seriously weaken any claim you make against the Tenant’s deposit to cover any missing or damaged items. Should you opt for the professional inventory; a clerk will attend at the end of the tenancy to check the Tenant out and produce a check-out report, which the Landlord will pay for. Prices are detailed below, and are inclusive of VAT:

1 Bed	£120.00	3 Beds	£144.00	5 Beds	£258.00
2 Beds	£132.00	4 Beds	£198.00	6 Beds	£336.00

You also have the option to have the inventory clerk ‘check-in’ the Tenant on the date the tenancy commences, meaning the clerk meets the Tenant at the property and they agree to the inventory at that time; this is charged at an additional £18.00 Inc vat. Should you choose not to go ahead with this but still have a professional inventory, we will send the report to you and the Tenant and you will have an option to complete & return comments forms (within 7 days of receipt) should there be anything additional you wish to include.

	Please organise a Professional Inventory.
	Please organise a Professional Inventory and Check-In.
	Please do not organise a Professional Inventory or Check-In; I will take responsibility for this, and will arrange to meet the Tenant at the end of the tenancy to carry out the check-out.

Professional Cleaning - We strongly advise that your property and carpets are professionally cleaned before the start of the tenancy. Please choose from the following options:

	Please organise a professional clean of my property – cost to be confirmed. Including carpets <input type="checkbox"/> Not Including Carpets <input type="checkbox"/>
	Please <u>do not</u> organise a professional clean. I will take responsibility for this.

Keys - We require 1 set of keys for each Tenant and 1 set to be kept at our office if instructed to manage the property.

	Please organise for the required number of keys to be cut (Only possible when a full set is held by JTM HOMES).
	Please <u>do not</u> organise for any keys to be cut. I will take responsibility for this and provide

	the required number of keys prior to the commencement of the tenancy.
	Please use the sets of keys from the current tenants (Note: JTM Homes will arrange this if the property is currently managed / the Landlord is required arrange this if the property is not currently managed by JTM Homes)

Landlords Legal Expenses & Rent Guarantee - Despite thorough and diligent referencing, tenants circumstances can and do change throughout a tenancy, which unfortunately could lead to loss of rent for a Landlord. Rent Guarantee will protect the rental income of Landlords and include legal expenses cover to obtain vacant possession of the property. JTM Homes are appointed representatives only and are not FSA approved. Please note, it is a landlords responsibility to contact the relevant insurance provider for clarification of their policy – For full policy details see the following link - <https://app.blincref.com/rent-protection>

	Please organise Landlords Legal Expenses & Rent Guarantee Insurance – Cost varies between £195.00 to £300.00 Inc. IPT (covering rent up to a maximum of £3000 pcm – see full details) costs can be confirmed upon request.
	Do not organise Landlords Legal Expenses & Rent Guarantee Insurance.

Deposit Schemes - If a Tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme. Please confirm which scheme you intend to use:

	The Deposit Protection Service - https://www.depositprotection.com/ The deposit is paid to the landlord, and you must register the deposit and email, or hand deliver a copy of the certificate to the tenant and tatiana@jtmhomes.co.uk within 20 days of receipt of funds <i>Custodial Insured</i>
	My Deposits - https://www.mydeposits.co.uk/ The deposit is paid to the landlord, and you must register the deposit and email, or hand deliver a copy of the certificate to the tenant and tatiana@jtmhomes.co.uk within 20 days of receipt of funds <i>Custodial Insured</i>
	The Tenancy Deposit Scheme (Insured) - https://www.thedisputeservice.co.uk/ The deposit is paid to the landlord, and you must register the deposit and email, or hand deliver a copy of the certificate to the tenant and tatiana@jtmhomes.co.uk within 20 days of receipt of funds
	The Tenancy Deposit Scheme (Custodial) - https://www.thedisputeservice.co.uk/ JTM will register your deposit (Free of charge for managed properties and £100.00 Inc VAT for Let only & Rent collection properties) A copy of the certificate will be emailed to your tenants.

Your Details

Consent to Let –

If you have a mortgage on the rental property you must obtain consent to let from your mortgage lender. If your property is leasehold you may require consent from your superior Landlord (freeholder) before you let.



Sub-Let Form -

If the freeholder of the property is a local authority or corporation of London, you will most likely need to complete a sub-let form. Please read the link below for full details; Islington council currently charge a fee of £50.00, Camden council £52.00 and Haringey £20.00-£75.00 (see website for more information).

If your property is managed by JTM Homes please confirm if you would like us to complete this on your behalf. The fee payable to the council will be deducted from your next rent.

<https://www.islington.gov.uk/housing/council-homeowner-services/subletting-your-home>

<https://www.camden.gov.uk/subletting>

<https://www.homesforharingey.org/your-home/leaseholders/your-property/subletting-your-leasehold-property>

	Please complete a Sub – Letting form on my behalf and deduct the fee from the rent (This service is only for managed properties)
	<u>Do not</u> complete a sub- Let form and I will take responsibility of this.

Insurance –

It is essential that you notify your insurance company so they may advise you of any additional cover that may be necessary.

Overseas Landlords –

In the event you will be living overseas, you (and any co-Landlord) will need to complete an Inland Revenue form called an “NRL1” please click on the red link below for full details;

Are you an overseas Landlord	YES	NO
If yes, please provide your number, if no please put N/A		

www.gov.uk/government/publications/non-resident-landlord-application-to-have-uk-rental-income-without-deduction-of-uk-tax-individuals-nrl1

If JTM Homes are managing your property you will need to insert our agency number – **NA039119**. Once you have submitted the form, the Inland Revenue will send us a letter of certification, but until we receive this, we must retain 20% of the rental so please try to do this as soon as possible. If you have not appointed an agent to collect the rent on your behalf then the Tenant will be responsible for retaining 20% tax if an approval number has not been supplied.

Council Property Licences –

Please check your local authority to ensure you have applied for the correct licences prior to the property being let. Please provide JTM Homes with a copy of the licence or the application submission number before the tenancy start date.



Please see links below for Islington, Camden & Haringey councils:

<https://www.islington.gov.uk/housing/landlords/houses-in-multiple-occupation-hmos>

<https://www.camden.gov.uk/houses-multiple-occupation>

<https://www.haringey.gov.uk/housing/landlords/multiple-occupants/hmo-licensing>

Does your property require a HMO licence?	Yes	No
<p>(If yes please email us a copy of the licence and this will be attached within the tenancy agreement for your tenants information)</p> <p>Please note if your property is situated under Islington Council, and falls within the Finsbury Park, Hillrise or Tollington Wards every rental property requires a selective property licence</p> <p>Also, if you are looking to rent your property to 3 or more tenants forming 2 or more households your property will need a licence.</p> <p>Please check the links above, with the appropriate council, to confirm whether your property requires a licence.</p>		<p>If yes, please detail your submission reference number or licence number:</p>

Personal Landlord Information –

We require the following personal information to set up the tenancy and some of this information may be shown on the tenancy agreement (“TA”). In the event that JTM Homes does not manage the property on your behalf all your contact details will be passed to the Tenant and will be shown on the TA.

Your full name/s **(As it appears at Land Registry)**:

Your current address (where you reside):
.....

Your Email Address’:

Your Mobile Numbers:

Your Bank Details for Future Rental Payments (If we do not manage the property, we will pass this information onto the Tenants for them to set up a Bank Standing Order)

Bank Name:	
Sort Code:	
Account Name:	
Account Number:	
Reference :	The property address will be used as a reference on all payments.

Property Details – Required only if we are to manage the property

Please list the gas appliances in the property:	
Service contract on boiler: <i>Company Name / Telephone Number / Reference Number / Policy Details</i>	
Any contracts ie. British Gas?	
Preferred Tradesperson (give details)	
Burglar Alarm (If applicable): <i>Code / Alarm Company / Telephone Number</i>	
Please confirm the locations & numbers of the meters at the property, and if they are key metered or billed: <i>Gas / Electricity / Water</i>	
Stopcock Location:	
Fuse box Location:	

As agreed, we will insert the following SPECIAL CLAUSES into the tenancy agreement:

Any further relevant information:

Declaration – I hereby confirm that all the information I have provided within this document is true and accurate to the best of my knowledge. I understand my obligations as a Landlord as detailed, and am happy to proceed as I have instructed within this document.

Signed:.....

Dated:.....

Signed:.....

Dated:.....

Thank you for taking the time to complete this; we will be in touch with the next steps shortly.

Many Thanks,

[NEGOTIATOR NAME]

JTM Homes
xxx@jtmhomes.co.uk
020 7272 1090

