

THE
BROCHURE



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The Brochure forms part of the Agreement between Battersea Power Station Estates Limited (“BPSE”) and the Landlord and is binding on both parties.

Introduction

Battersea Power Station Estates Limited (“BPSE”) has been set up to provide a unique and comprehensive service to all users, landlords and residents of the Battersea Power Station development. BPSE is able to assist buyers and sellers, landlords and tenants providing full information on all aspects of living, letting, renting, buying and selling in the development with expertise which exceeds any local agent and providing a personal service to aid in enhancing the whole experience. The company is a specialist in residential sales, new homes, residential lettings and property management. In addition we offer advice and assistance regarding development and property investment opportunities.

BPSE is a member of the Association of Residential Letting Agents (ARLA) because membership is recognised as a badge of quality and members of staff at BPSE have passed qualifications and been members of ARLA in previous employment. BPSE offer a comprehensive service for both managed and let only properties. BPSE provides landlords with private and corporate tenants from many “blue chip” companies in addition to advising potential landlords on ‘buy to let’ opportunities and portfolio investments. Our dedicated staff manage an extensive database of potential tenants and our contacts with relocation agents provide us with excellent sources of enquiries.

BPSE provides the following services, general details of which are shown in the Schedules below:

1. Lettings and Rent Collection Service;
2. Lettings and Full Management Service;
3. Management Service (subject to special arrangements);
4. Deposit;
5. Commission and Fees; further details;
6. Landlord Obligations.

General Information for Letting and Managing Services

Types of Tenancy

You will need to grant a Tenancy for a term of at least six months. An Assured Shorthold Tenancy Agreement (“AST”) will be used in most cases. If the Property is due to be let to a company; or where the annual rent exceeds £100,000 per year, the Tenancy will fall outside the scope of the Housing Act and will be a non Housing Act Tenancy under common law.

If the Tenancy is an AST the Landlord cannot give Notice to expire any earlier than after the first six months of the Tenancy by giving the Tenant the Notice under section 21 (Form 6A) of the Housing Act 1988. The notice period must be for a minimum of two months. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property. This is the default Tenancy if the rent is for £100,000 or less. The Landlord cannot exclude the protection the tenant gains under the law.

A company Tenant (often a PLC) takes the Property in their name and install occupiers to reside in it. Such organisations often require a Property for up to three years. In such a case the Tenancy would generally be for an initial term of twelve months, with an option (that means the legal right to renew) for a further twelve months at the end of the first year and a similar option in the third year. The means of obtaining possession if any issues arise is through the Court procedure but the landlord has got a simpler method of obtaining possession in that the notice period (which is not strictly required at the end of the fixed term) is a minimum of one month depending upon the terms of the tenancy and when the rent is paid.

When acting on your behalf BPSE may appoint a sub-agent. This does not cost any additional fees and may ensure that the Property is let.

Types of Service

Schedule 1; Lettings and Rent Collection Service:

- 1.1 As the Agent, BPSE 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 and commission remain payable for the duration of the Tenancy and any extension, renewal or assignment of it for a fixed period or as a periodic Tenancy whether or not BPSE is instructed to act on the Landlord's behalf;
- 1.2 The Service includes all matters detailed and mentioned in the Lettings and Rent Collection Service in the Agreement but the following additional information should be noted as shown below;
- 1.3 BPSE will arrange, where possible, for a standing order to be set up. Under the Lettings and Rent Collection Service the standing order will be set up so that the Rent payments are paid direct to BPSE when the rent is due, and the commission fees due to BPSE will be deducted at the same frequency as the rent is paid by the Tenant. Payments received will be sent to the Landlord within ten working days after receipt of cleared funds, less agreed commission, fees and additional charges, into the nominated bank or building society account given in the Confirmation of Instruction. If the Rent is paid by cheque, due to the present banking arrangements it may take longer to process the funds;
- 1.4 BPSE are not responsible if the Tenant fails to pay any sum due under the Tenancy Agreement unless it is due to negligence or breach of contract. BPSE will however take action in the Landlord's name to recover unpaid monies by serving the appropriate letter requesting payment to the Tenant. If this does not have the desired effect BPSE will advise the Landlord in writing to instruct solicitors to take further action. The Landlord will be responsible for any legal charges and expenses incurred;
- 1.5 If managing the Property BPSE will retain from the first payment of Rent made by the Tenant, after all our commission fees, costs and expenses have been paid, the sum of **£750 including VAT**, which will be held to create a repair fund. Any deductions from the repair fund will be replenished from subsequent Rent payments so that it is maintained at the same level throughout the Tenancy;
- 1.6 The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents of all adults (aged 18 years and over) who will be residing at the Property at the start of the Tenancy or thereafter. The person must be in the presence of the Landlord or the Agent to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. BPSE will check this information at the start of the Tenancy but if BPSE do not manage the Property it will be the responsibility of the Landlord to ensure that the work permit or visa is renewed every twelve months or the date of renewal of the visa or work permit if later and the relevant Right to Rent checks are carried out by the Landlord on any new or additional residential occupiers at the Property. BPSE has no liability if the Landlord fails to do so;
- 1.7 The Tenancy Agreement will be prepared by BPSE using their standard document but including any special clauses negotiated and agreed between both parties which will include all necessary legal obligations on the part of the Landlord and the prospective tenant. Landlords who instruct their own solicitors to prepare a Tenancy Agreement will be responsible for their solicitor's fees. BPSE will not check the document for accuracy and cannot be held responsible for any errors;
- 1.8 BPSE will collect and hold a Deposit from the Tenant against any breach of the Tenancy Agreement by the Tenant. Full details are provided below. When the written consent of both the Landlord and Tenant is received by BPSE and subject to any agreed deductions the Deposit will be returned to the Tenant at the end of the Tenancy or agreed amounts to be deducted and forwarded to the Landlord less the cost of any works carried out by BPSE on the Landlord's behalf. Under the Lettings and Rent Collection Service BPSE will not negotiate in any dispute between the Landlord and the Tenant who must come to some agreement or inform BPSE that there is a dispute and the matter should be referred to TDS for adjudication;
- 1.9 An Inventory and Schedule of Condition is essential whether the Property is let furnished or unfurnished, to reduce the risk arising from disputed deductions and release of the Deposit. If the Landlord does not have an Inventory and Schedule of Condition the Landlord will not be able to prove the condition of the Property at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through the Tenancy Deposit Scheme or through the County Court. BPSE will not be liable for any loss suffered if the Landlord does not have a fully comprehensive Inventory.
- 1.10 BPSE will not notify the relevant service companies (electricity, water and the local authority) of the change of occupier and will not arrange for those services to be transferred into the name of the Tenant at the commencement of the Tenancy and back to the Landlord at its termination if the Full Management Service is not used;
- 1.11 The Landlord must provide BPSE with the relevant number of sets of keys for the occupiers of the Property;
- 1.12 Under the Lettings and Full Management Service BPSE will arrange for the professional cleaning of the Property prior to the commencement of any Tenancy but will not arrange this service if the Landlord is using the Lettings and Rent Collection Service unless the Landlord agrees in writing to pay the costs of cleaning (which will be advised to the Landlord and depends on the size of the Property). If the Lettings and Full Management Service is being used BPSE will arrange cleaning at the Landlord's expense unless instructed not to do so in writing;
- 1.13 The Landlord must advise BPSE of his residency prior to the start of the Tenancy. BPSE advise the Landlord to obtain an approval number from His Majesty's Revenue and Customs ("HMRC") if he or she is not resident in the UK for more than six months in the tax year; otherwise legally the Tenant or BPSE will have to deduct tax at basic rate from the rent before passing it to the Landlord and pass it to HMRC on the Landlord's behalf. An approval number is required for each individual Landlord if they are non-resident as defined in the legislation. Further details can be obtained from the HMRC link which is: www.gov.uk/tax-uk-income-live-abroad/rent;

- 1.14 During void periods when the Property is not tenanted, it will be the Landlord's responsibility to pay the regular outgoings. If the Landlord would like BPSE to pay these invoices or other demands on the Landlord's behalf, a budget should be provided to BPSE and payments made by standing order which should be agreed by separate negotiation and in writing. Payment will not be made if cleared funds are not held. This service is only available where the Full Management Service is selected; but may be available for the Service shown at Schedule 1 upon written request and subject to an additional administration fee.

Schedule 2; Lettings and Full Management Service:

- 2.1 This Service includes the services detailed at Schedule 1 above together with the additional services shown below;
- 2.2 As the Agent of the Landlord BPSE is responsible for finding a tenant for the Property and dealing with all aspects of the Tenancy during the term of the Tenancy and any extension of it. To avoid doubt between the parties the fees and commission of BPSE remains payable for the duration of the Tenancy and any extension of it as a fixed term, continuation, renewal or assignment of the Tenancy or a periodic tenancy. If BPSE is not instructed to continue managing the Property the fees and other charges will continue to be payable as shown below and in the Agreement;
- 2.3 Under this Service BPSE will deal with the day to day maintenance of the Property. Wherever possible, if the works are of an exceptional nature rather than day to day maintenance an estimate will be obtained and submitted to the Landlord for approval. Prior to BPSE instructing the relevant contractor and deducting the funds from the repair fund or Rent;
- 2.4 The Landlord is expected to respond to BPSE promptly with written approval to instruct contractors or alternative orders upon BPSE submitting the estimates by email or first class post. If BPSE do not hear from the Landlord within three days and the cost is less than £750 including VAT BPSE will make the decision whether or not to proceed with the works and the Landlord will be responsible for any incurred costs. If the amount exceeds £750 including VAT BPSE will not proceed without the Landlord's written approval unless it is an emergency (risking significant damage to the Property, breach of statute, or the risk of the life or serious injury of an individual); or it would result in a major breach of the Tenancy Agreement. In such circumstances every attempt will be made to contact the Landlord however if the Landlord is unobtainable or cannot send written approval immediately for the works to be carried out then BPSE will authorize the works under the terms of this Agreement and the Landlord agrees to BPSE utilising the repair fund and/or the Rent monies to cover the costs. All reasonable steps will be taken to protect the Landlord's interest in the case of an emergency;
- 2.5 BPSE check the professional qualifications of all contractors together with any employer's liability insurance and public liability insurance copies of which must be produced to BPSE annually. The Landlord is liable for all invoices from contractors if no funds are held because BPSE instruct as the Agent of the Landlord;
- 2.6 BPSE may receive fees from a contractor instructed on the Landlord's behalf. This arrangement does not affect the quality of the work or the service provided. Such fees are retained by BPSE towards administration costs;
- 2.7 BPSE will use a particular contractor requested by the Landlord provided the person is readily available and where BPSE holds/is able to obtain copies of their professional qualification and public liability and employers' liability insurance. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord BPSE will not be liable for any loss suffered;
- 2.8 BPSE will try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work. BPSE will not be not liable for any loss or damage suffered if BPSE is unable to carry out repairs or maintenance because sufficient funds are not held unless the loss or damage is due to the negligence or breach of contract of BPSE;
- 2.9 BPSE will carry out routine visits at the Property as specified in the Agreement provided the Tenant grants access. If access is not granted the Landlord will be informed and it will be the Landlord's responsibility to take legal advice and inform BPSE of any actions that should be taken. The Landlord will be informed of any problems which are identified during the visits. These visits only cover obvious problems and not structural defects. BPSE do not accept responsibility for problems and defects in the Property which are not immediately apparent or for failure to note anything concealed from BPSE;
- 2.10 BPSE can carry out additional visits if requested by the Landlord or his appointed representative subject to additional charges;
- 2.11 BPSE will make every attempt to ensure that the Tenant abides by the terms of the Tenancy Agreement. If BPSE becomes aware of any breach or potential breach that they cannot manage they will inform the Landlord. If legal action is required BPSE will advise the Landlord to instruct specialist solicitors to take further action. The Landlord will be responsible for any legal charges and expenses incurred;
- 2.12 BPSE will contact the Landlord towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. BPSE will review the Rent and advise if a Rent increase is possible or desirable depending upon current market conditions. The Landlord must confirm in writing if the Tenancy is to be renewed, continued as a periodic Tenancy or if notice is to be served. On receipt of the Landlord's instruction BPSE will contact the Tenant to see if they will agree to the proposed renewal or continuation and will carry out any negotiating on the Landlord's behalf;
- 2.13 If the Landlord does not wish to renew or extend the Tenancy at the end of the fixed Term, and if requested to do so in writing, BPSE will **serve notice** under Section 21 of the Housing Act 1988 to end the Tenancy. BPSE will need to be given at least ten weeks' notice of the termination. BPSE cannot be held liable for any delay in getting possession if the Landlord provides insufficient time for service of the notice. Should the Tenant not vacate, correct notice having been served, court action will be required and vacant possession will not be under the control of the Landlord or Agent.
- 2.14 If the Tenancy is an AST the Section 21 Notice cannot be served until after the first four months of the Tenancy and only has a shelf life of six months. If the Tenant complains to the local authority about lack of repair or maintenance at the Property and an Order is served on the Landlord to repair the Landlord will not be able to serve a valid Section 21 Notice for a further six months. This may affect the ability of the Landlord to gain possession. A Section 21 Notice will also be invalid if the Tenant is not in receipt of any of the following: a current EPC and the "How to Rent" handbook. BPSE have no liability in such circumstances if the Property is not managed;
- 2.15 BPSE will arrange a Check Out of the Inventory and Schedule of Condition. If BPSE do not manage the Property the Landlord must give BPSE at least ten weeks' notice of the termination of the Tenancy and BPSE will arrange the Check Out;

- 2.16 A copy of the Check Out report will be sent to the Landlord and it will be the Landlord's responsibility to liaise with the Tenant over any deductions to be made from the Deposit if BPSE do not manage the Property;
- 2.17 BPSE will return the Deposit to the Tenant at the end of the Term subject to any deductions for damage or breaches of covenant;
- 2.18 BPSE will endeavour to obtain a forwarding address for the Tenant at the end of the Tenancy to give to the water company to comply with the Flood and Water Management Act 2010. The Landlord may be liable to settle payment of the final water account if no forwarding address has been supplied. BPSE cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

Schedule 3; Management Service only:

- 3.1 Subject to written agreement and subject to the management terms shown at Schedule 2 BPSE may provide the Management Service only to the Landlord. Such a Service will be provided at costs to be discussed and agreed with BPSE.

Schedule 4; Deposit:

- 4.1 At the start of the Tenancy BPSE collect a deposit from the Tenant typically equal to five weeks rent (or six weeks rent if the annual rent is over £50,000). This is held by BPSE as Stakeholder in the Client Account. This means that BPSE can only deduct amounts from the Deposit if both the Landlord and the Tenant agree preferably in writing. The conditions and terms are as shown below:
- 4.2 BPSE is a member of the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme
 1 The Progression Centre
 42 Mark Road
 Hemel Hempstead
 Herts
 HP2 7DW

Phone 0300 037 1000
 Email deposits@tenancydepositscheme.com
 Web www.tenancydepositscheme.com

- 4.3 If BPSE is instructed by the Landlord to hold the Deposit, BPSE shall do so under the terms of the Tenancy Deposit Scheme.
- 4.4 Procedure at the end of the Tenancy covered by the Tenancy Deposit Scheme:
 - 4.4.1 If there is no dispute BPSE will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within ten working days of written consent from both parties;
 - 4.4.2 If a dispute is notified to BPSE and reasonable attempts have been made within thirty days of the end of the Tenancy (or any earlier time if either party which to expedite matters) in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the Independent Case Examiner ("ICE") of The Dispute Service for adjudication. All parties agree to co-operate with any adjudication;
 - 4.4.3 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE, with the written consent of both parties. The ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator;
 - 4.4.4 The statutory rights of either the Landlord or the Tenant to take legal action against the other party remain unaffected;
 - 4.4.5 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding;
 - 4.4.6 If there is a dispute BPSE must remit to The Dispute Service Ltd the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within ten working days of being told that a dispute has been registered whether or not the Landlord or BPSE wants to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the Deposit and discipline BPSE.
 - 4.4.7 BPSE must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 4.5 **Incorrect Information**
 The Landlord warrants that all the information he has provided to BPSE is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to BPSE which causes BPSE to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate BPSE for all losses suffered.

Schedule 5; Commission and Fees:

- 5.1 The following Services are in addition to those included in Schedule 1 and Schedule 2 and form the subject of an additional charge:
- 5.1.2 Preparation of an Inventory and Schedule of Condition on behalf of the Landlord by an inventory clerk will depend on the size and style of the Property. Estimates will be given upon request. The cost of the preparation of the Inventory check in is borne by the Landlord;
- 5.1.3 Preparation of our standard Tenancy Agreement usually being for a fixed Term of twelve months or more is £300.00 including VAT for a new Tenancy; and £120.00 including VAT for an Extension Agreement prepared for extending a Tenancy.
- 5.1.4 If the Landlord is not resident in the UK we will charge an administration fee of £300.00 including VAT each quarter for tax retention.
- 5.1.5 The administration fee for registering membership of the Tenancy Deposit Scheme (“TDS”) is £36.00 including VAT paid annually in advance.
- 5.1.6 Attendance at court or any tribunal if required on the Landlord’s behalf will be charged at £180.00 including VAT per hour plus our reasonable costs and expenses;

Schedule 6; Landlord Obligations:

6.1 **Ownership**

By signing the Agreement of which the Brochure forms part the Landlord confirms he is the owner of the Property.

6.2 **Consent to Let and Leasehold Property**

Approval to let a Property is often a requirement of any mortgage. The Landlord must provide BPSE with any conditions of the lender prior to the Tenancy Agreement being drawn up. Conditions cannot be added at a later date. In addition if the Property is leasehold the freeholder or the managing agent may require details of any potential letting. The owner must ensure that any lender, freeholder, managing agent or other relevant party’s permission has been obtained before entering into a tenancy. Various periodical payments may arise for a leasehold property. It is the responsibility of the Landlord to pay them. BPSE take no responsibility for payments unless a separate written contract has been concluded with the Landlord to make BPSE responsible to make payments if funds are held. If no funds are held BPSE have no liability for any losses suffered by the Landlord.

6.3 **Insurance**

The Landlord is responsible for making their own arrangements to insure both the building (unless it forms part of the service charges payable for the Property) and any contents left in the Property including but not limited to carpets and curtains. The Tenant must be made aware of any special conditions of the Landlord’s insurance policy with which he must comply. Copies of the relevant sections of the policy should be given to BPSE prior to the start of the Tenancy. It is important that the insurance company is aware that the Property will be rented out otherwise any claim may be refused and the policy rendered void. The Tenant will be responsible for insuring his own contents. BPSE strongly advise that the Landlord holds comprehensive public liability insurance cover within the policy which should cover against any possible claim from the Tenant.

6.4 **Gardens**

It is the Tenant’s responsibility to maintain the garden (if applicable) in a neat and tidy condition and ensure the lawns are cut regularly throughout the term of the Tenancy.

6.5 **Rent**

The rent will be charged as shown in the Tenancy Agreement and will be due on the same date of each agreed period payable in advance. Rent is paid by BPSE to the Landlord after the rent payment date to allow for monies to clear in the bank account of BPSE. No interest will be paid to the Landlord on either rent or deposit monies held. The Landlord should arrange a facility with his bank to ensure that outgoings are paid allowing for change of rent payment date, void periods or non-payment of rent.

6.6 **Inventory and Schedule of Condition**

Prior to the start of the Tenancy BPSE will instruct an inventory clerk to produce a full Inventory and Schedule of Condition at the Landlord’s expense unless informed in writing not to do so. Subject to fair wear and tear a Landlord should expect the Property to be returned in a condition similar to that as described in the Inventory and Schedule of Condition. At the end of the Tenancy a check out will be conducted by the inventory clerk at the landlord’s expense who will then produce a damage report. If the Landlord does not have a comprehensive Inventory it may not be possible to prove any damage therefore no compensation would be recoverable from the Deposit.

6.7 **Repairs and Decoration**

Landlords are responsible for repairs to the Property and equipment which result from wear or maintenance requirements rather than abuse by the Tenant. The Landlord is responsible for the exterior decoration of a Property although this may be arranged through the manager of the building if the Property is a flat and charged through service charges, together with the costs of any common parts. The Tenant must contact either BPSE or the Landlord to obtain consent before carrying out any redecoration or changes to the Property except in an emergency. BPSE do not arrange repairs if the Property is not managed. If BPSE manage the Property and instruct a contractor to carry out repairs BPSE will give orders to the contractor as the Agent of the Landlord. The Landlord is liable for the payment to the contractor.

6.8 **Taxation**

The Landlord will be liable for tax on income arising from letting the Property and must inform His Majesty’s Revenue and Customs (“HMRC”) that the Property is being let. The following points should be noted:

- 6.8.1** General: Many costs incurred by the Landlord can be off-set against income tax including the commission of BPSE and other expenses. It is in the Landlord's best interest to seek qualified advice from a tax adviser, or an accountant. Further information is also obtainable from the website of His Majesty's Revenue and Customs ("HMRC") on www.hmrc.gov.uk. It is the legal duty of all landlords to ask HMRC for a Tax Return including the relevant schedules for residential lettings;
- 6.8.2** Landlords overseas: From 6 April 1996 letting agents, (or the tenant where there is no rent collection agent), acting for a non-resident landlord must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year i.e. 30 June, 30 September, 31 December and 31 March. Letting agents and tenants do not have to deduct tax from the rental income of a non-resident landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply HMRC for approval to receive their UK rental income with no tax deducted or complete the forms on the website above which can be found by going to the HMRC link: www.gov.uk/tax-uk-income-live-abroad/rent;
- 6.8.3** Approval from HMRC does not exempt the Landlord from paying tax on rental income it merely allows the Landlord to receive his income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If BPSE has to retain tax from the rental income and pass it to HMRC on the Landlord's behalf an administration charge will be made.
- 6.9** **Utilities**
Water Rates including sewerage and environment charges: The Tenant will be responsible for the water rates whether metered or not. BPSE will inform the relevant water authority to produce a final account for the Landlord at the start of the Tenancy if BPSE manage the Property provided the Landlord has given BPSE the name and address of the supplier and the account number and change the details into the Tenant's name. If BPSE do not manage it is the responsibility of the Landlord to terminate any accounts held in his name. The Landlord should be aware that the Flood and Water Management Act 2010 states that if a forwarding address is not provided for the Tenant then the landlord may be liable for the final water bill. Currently this section of the Act is not enforceable but it can become law at any time. If BPSE do not manage the Property then the liability to ensure that a final address is given to the water company falls on the Landlord.
- 6.9.1** Telephone: The Landlord must inform telephone companies and request a final account. Usually telephone companies especially BT refuse to take instructions from an agent. There may be the possibility of telephone disconnection or a delay in having the service reconnected at the end of the Tenancy depending upon the actions of the Tenant. BPSE will try to have the original number transferred back to the Landlord if the Property is managed but take no responsibility if this is not possible. In such circumstances a change of number may take place. BPSE will use its best endeavors to obviate such difficulties, although the telephone company may refuse to deal with BPSE. No liability will attach to BPSE in these circumstances.
- 6.9.2** Electricity: BPSE will take electric meter readings using an inventory clerk at the start of the Tenancy and inform the companies of the change of names and addresses on the accounts. A final account will be sent to the Landlord and the Tenant will pay all future bills during the Tenancy. At the end of a Tenancy, in the absence of a new tenant, BPSE will transfer the accounts back into the Landlord's name.
- 6.10** **Mail**
It is in the Landlord's interest before vacating the Property to arrange with the Post Office for re-direction of personal mail, as neither the Tenant nor BPSE (if applicable) can be held responsible for mail addressed to the Landlord at the Property which may subsequently go astray.
- 6.11** **Re-Letting**
The Landlord must advise BPSE at least ten weeks before expiry of the current Tenancy as to whether or not the Property is to be re-let to the existing Tenant or a Notice to terminate the Tenancy is to be served. BPSE is able to serve a Notice on the Landlord's behalf. An administration charge will be made for drawing up the renewal document. The renewal fees will also be charged for the whole period if the Tenant remains in occupation.
- 6.12** **Structural Defects**
The Landlord agrees to notify BPSE in writing of all structural defects at the Property prior to the commencement of a Tenancy and will arrange rectification promptly.
- 6.13** **Furniture, Furnishings, other Safety Regulations and Smoke Detectors**
Landlords must be aware of current legislation which is covered by the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. The full Regulations came in to force on 1 January 1997 and mean that all upholstered furniture and furnishings in a rented Property must comply with the 1988 Regulations. The Consumer Protection Act 1987 Section 12(1) and the 1988 Regulations make it an offence to "supply" in the course of a business (in the case of a Landlord not living in the Property) any item that is not safe. The Regulations apply to a let Property which means that upholstered furniture must carry a permanent label. The Regulations apply to all upholstery manufactured after 1950. Any furniture manufactured before 1st January 1950 is excluded as the filling used at that time was not toxic if it caught fire, although if an item has been re-upholstered proof will be required that the item complies with current Regulations.
- 6.13.1** The Department of the Environment Building Regulations governing the installation of smoke detectors applies to any new building from June 1992. All new homes must be fitted with mains operated smoke detectors, installed on every floor which must be interlinking. See below for older properties.
- 6.13.2** Older properties do not need to conform to the above building regulations; but the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 specify that the Landlord must install one battery operated smoke detector on each floor of every property unless there is mains wired alarm system where there is living accommodation (which will include a mezzanine floor with for example a bathroom). The Landlord should be aware that the alarm must be tested at the start of each new Tenancy to ensure it is in working order. If BPSE let the Property such testing will be carried out on a Landlord's behalf at the start of the Tenancy but not on renewal if BPSE do not manage the Property. BPSE can arrange for the installation of smoke detectors at the Landlord's request subject to an administration fee; and will not let any property where smoke alarms have not been installed.

- 6.13.3** New European Regulations apply to the installations for raising and lowering of blinds; and the movements of curtains across windows. All new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent the danger of asphyxiation to a young child; and a warning notice with the purchasing material. The Landlord should ensure that any blinds or curtains that he has fitted comply with current Regulations. BPSE have no liability if he fails to do so.
- 6.13.4** Legionella: To comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment at the Property prior to letting. If BPSE manage the Property we will arrange the risk assessment at the Landlord's expense. If no risk assessment is provided prior to the start of the Tenancy BPSE will arrange an assessment at the Landlord's expense even if we do not manage the Property.
- 6.14** **Safety of Electrical Supply and Appliances**
All electrical systems should be maintained in order to prevent, as far as reasonably practicable, any danger. If the Property is a House of Multiple Occupation ("HMO") the Landlord has a legal duty to have all the wiring inspected every five years to ensure it is safe. It is also best practice to have all electrical appliances checked to ensure they are safe for use because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994 any appliance supplied by the Landlord or the Agent must be safe. BPSE can arrange for a qualified electrician to check the supply and appliances, upon written request. The cost of the check will be the responsibility of the Landlord. If the Landlord chooses to have the supply and all earthed items checked by their own preferred contractor it must be undertaken by a competent person possessing and understanding the correct equipment.
- 6.14.1** Landlords must ensure that instruction booklets and explanation notes for safe use are available at the Property for all appliances otherwise the appliance would have to be removed.
- 6.15** **Housing Health & Safety Rating System ("HHSRS")**
The intention of the HHSRS is to ensure that owners maintain their properties in a safe manner which means they must be free from hazards that may affect the occupier's health and or safety. The Environmental Health Officer if called to a Property will review the Property to ensure there is no risk of any hazard to the Tenant, any elderly person or young child even if not currently an occupier, and if necessary take enforcement action by serving the relevant notice on the owner. Owners are obliged to comply with the terms of improvement notices or prohibition orders which are subject to rights of appeal. If BPSE is instructed as the Agent the Landlord must ensure that BPSE is able to arrange necessary work and ensure that adequate funds are available to do so to comply with any notice or order.
- 6.16** **Council Tax**
The Tenant has the liability for payment of Council Tax, as stated in our Tenancy Agreements. However, the Landlord has the responsibility for Council Tax during any void period or if the Property is designated as an HMO.
- 6.17** **Empty Properties**
BPSE does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies however so arising unless special arrangements are agreed in writing which will be subject to an additional fee to be agreed between the parties. It is important that the Landlord informs his insurance companies about any periods where the Property is empty and complies with any conditions imposed by the insurer.
- 6.18** **Association of Residential Letting Agents ("ARLA")**
BPSE is a member of ARLA. ARLA leads the industry in setting and regulating the highest standards and demands certain levels of professionalism and commitment to customer service from its membership. As a member firm we and our clients have the benefit of the following:
- work within ARLA's Code of Practice which covers the key aspects of letting and property management;
 - operate under ARLA's membership byelaws which include compliance with Client's money;
 - have the benefit of the mandatory ARLA client money protection bonding scheme;
 - have a suitable level of professional indemnity insurance;
 - up to date with changes in legislation.
- 6.19** **Withdrawal from an Offer**
If a formal offer has been made by a prospective Tenant and the Landlord then informs BPSE that they wish to withdraw from the proposed Tenancy it is advised that it may not be possible to withdraw the offer if it has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her. If the Landlord instructs BPSE to proceed with a proposed Tenancy and subsequently withdraw the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred.
- 6.20** **Rent Arrears or Breach of Covenant**
It is the responsibility of the Landlord to take all necessary steps to ensure that actions are taken to protect their interests, including instructing solicitors and commencing legal proceedings to preserve their rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against the Landlord in connection with the Property. All costs and disbursements incurred including legal costs will be payable by the Landlord. If BPSE are instructed to attend a tribunal or Court proceedings then an administration charge will be made.
- 6.20** **Reimbursement of the Agent**
The Landlord must keep BPSE reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by BPSE from and during the time that BPSE is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract of BPSE. For the avoidance of any doubt BPSE reserves the right to have work carried out on the Landlord's behalf and to charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations as a landlord. If any Notice is served on BPSE under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring BPSE to carry out any work, repairs or maintenance of the Property the Landlord will reimburse BPSE promptly on written demand for all costs expenses and fees incurred.

6.21 Sub-Contractors

Any other party, including but not limited to, external inventory clerks, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who BPSE instructs will be instructed on the Landlord's behalf. This means that the Landlord is the contracting party and will have the primary liability for the payment of that sub-contractors invoices, fees, charges or other expenses and that they, and not BPSE owes the Landlord responsibility and liability for the quality of their work.

6.22 Housing Act 2004

If there is more than one household in the Property meaning the people living there are not related the Property will be known as a House of Multiple Occupation ("HMO"). Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. It is up to the Landlord to make enquiries and gain the licence. BPSE will not let out the Property if a licence is needed and has not been obtained.

6.24 Indemnity

If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

6.25 Jurisdiction and Service

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

6.25.1 The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5.00pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays or by email at the email address supplied from time to time by either party. The address for service for the Landlord will be the contact address specified in the Tenancy Agreement and the address for service for us will be 44 Electric Boulevard, Battersea Power Station, London, SW11 8BJ.

6.26 Service Information

6.26.1 BPSE trade as a Limited company registered at Companies House: the Registration number is: 08338291 and the registered office address is 44 Electric Boulevard, Battersea Power Station, London, SW11 8BJ.

6.26.2 Our VAT number is 184 610 213.

6.26.3 BPSE are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) membership number D10034.

6.26.4 BPSE are members of the Association of Residential Lettings Agents.

6.27 Acts of Third Parties

BPSE will not be responsible for any loss or damage suffered through the act, default or negligence of any third party which may arise other than through the negligence, omission or failure of BPSE.

6.27.1 The Contract (Rights of Third Parties) Act 1999 does not apply to this Brochure or the attached Agreement.

6.28 Termination

Either party has the right to terminate this Agreement in writing:

6.28.1 upon the Tenant's vacation of the Property or the end of the Tenancy whichever is the later;

6.28.2 if BPSE breaks any important term or condition contained in this Brochure or the Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been given by the other party; the breach has not been remedied and monetary compensation is wholly inadequate;

6.28.3 if the Landlord is in major breach of any of the terms contained in this Brochure or the Agreement or if the Landlord does or does not do something which makes it impossible, impracticable or illegal for BPSE to continue to perform the obligations under this Brochure or the Agreement;

6.28.4 if either party carries out or suggests that the other should carry out any form of unlawful discrimination.

If BPSE terminates the Agreement with the Landlord for any reason the Landlord will remain liable for Commission at the Lettings and Rent Collection percentage as described above and for any fees or costs BPSE might incur in transferring obligations to the Landlord or to another nominated party.

6.29 Assignment

BPSE reserves the right to assign our rights and or obligations under this Brochure and the Agreement upon giving the Landlord two months' written notice.

6.30 General Data Protection Regulations and Data Protection Act 2018

In order to comply with the Data Protection legislation to prevent any unauthorised access to or use of personal data BPSE has the responsibility to keep personal information of both the Landlord and the Tenant confidential. By signing the Agreement the Landlord agrees that his personal information will only be used if fees are not paid and BPSE wishes to refer the matter to a debt collector or solicitor or if specifically required do so by law or to pass it to a government agency by law when instructing solicitors to change account details for utility suppliers and the council tax into or out of the Landlord's name or when a contractor's invoice has not been settled.

6.31 Interest on Client Monies and Commission

Any interest accrued on monies that are held on the Landlord's behalf will be retained by BPSE to cover bank and administration charges etc. Any commission earned by BPSE while acting on your behalf will be retained to cover costs.

6.32 Joint and Several Liability

All persons who form the Landlord will be jointly and severally liable for all the costs, expenses and commission of BPSE until all outstanding sums are paid in full and each person forming the Landlord is liable for payment of all fees, costs, expenses and commission until all outstanding sums are paid in full.

6.33 Definitions

In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" "BPSE" or "we" means Battersea Power Station Estates.
- c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- d. "Landlord" "you" or "your" means the Landlord as described in the Agency Agreement and any other person owning a reversionary interest in the Property whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- e. "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- f. "Property" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Property address set out in the Agency Agreement. When the Property is part of a larger building the Property includes the use of common access ways and facilities.
- g. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the inventory clerk which includes the fixtures and fittings in the Property.
- h. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- i. "Superior Landlord" means the person company or organisation to whom ownership of the Property reverts at the end of the lease.
- j. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.
- k. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- l. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- m. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
- n. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- o. "Brochure" and "Agreement" means this Terms of Business and all attachments signed between the BPSE and the Landlord.