

# TERMS OF BUSINESS



## **TERMS OF BUSINESS ("the Agreement")**

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord") and Battersea Power Station Estates Limited (Company Number: 08338291) ("BPSE" or "the Agent") of 1 Circus Road West Battersea Power Station London SW11 8EZ. 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 Agreement. 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 of it. The word "Property" means the Property address shown on the attached Confirmation of Instructions.

### **The Conditions of the Agreement**

#### **Introduction**

BPSE is a Lettings and Management Company who are able to provide a bespoke service to landlords and tenants due to their unique approach and location in the environs of the Battersea Power Station development and knowledge of the whole area. They are the appointed letting agent of Battersea Power Station Development Company Limited ("BPSDC"). These close ties enable BPSE to provide a high standard of service. BPSE is a Member of the Association of Residential Lettings Agents. Fees and expenses are shown in the Brochure.

BPSE will provide the following Services:

#### **Lettings and Rent Collection Service**

1. Where possible, visit the Property and provide an assessment of the current market rent achievable;
2. Advertise the Property in various methods deemed suitable by BPSE;
3. Take a holding deposit ("Holding Deposit") from the applicant and hold in compliance with the Tenants Fees Act 2019 the holding deposit being a maximum of one week's rent. The Holding Deposit must be returned if the Tenancy does not proceed unless the applicant,
  - fails a right to rent check
  - provides false or misleading information
  - withdraws from the agreement within 15 days (Deadline for Agreement) of receipt of the holding deposit.

The Landlord's right to obtain compensation from a Holding Deposit is limited.

4. Accompanied viewings with all interested applicants;
5. Negotiate offers and advise the Landlord of all offers received in writing, usually email;
6. Take up references on the Landlord's behalf and at the Landlord's expense including all Right to Rent checks under the Immigration Act 2014 using a reference agency and forwarding them to the Landlord for approval. If BPSE do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers at the Property;
7. Draft the tenancy agreement ("the Tenancy Agreement") the cost of which will be borne by the Landlord;
8. BPSE will arrange for the Tenancy Agreement to be signed electronically by both the Landlord and the Tenant or sign the Tenancy Agreement as "Agent of the Landlord" (provided BPSE have been given written authority for a senior person to sign the Tenancy Agreement on the Landlord's behalf) which means the Landlord is bound legally to all conditions contained therein;
9. Advise it is the Landlord's responsibility to notify the utility companies (telephone, gas, water, electricity, cable and alarm if applicable) and the local authority of the changeover of occupiers at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts;
10. Protect the deposit ("the Deposit") through the Tenancy Deposit Scheme ("TDS") and serve the relevant information on the Tenant;
11. Receive the Deposit and the first month's rent from the Tenant on behalf of the Landlord;
12. Arrange payment of all future rent payments to BPSE on the Landlord's behalf;

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13. Arrange an inventory ("the Inventory") 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 is borne by the Landlord;
14. Supply keys to the Tenant and have additional sets cut if necessary at an additional charge;
15. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord provided the Landlord has made the relevant instructions and booklets available to BPSE;
16. Negotiate the renewal of the Tenancy at the end of the fixed Term if instructed by the Landlord;
17. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord. The Landlord will be charged an additional fee if BPSE do not manage the Property;
18. Advise it is the Landlord's responsibility to arrange and pay for repairs if BPSE do not manage the Property.
19. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit. BPSE will not negotiate on the Landlord's behalf.

### **Lettings and Full Management Service**

In addition to the above Service BPSE will do the following:

1. Arrange transfer of the utilities provided full account details are held and the supplier will accept our instructions;
2. Handle all maintenance issues on a daily basis if cleared funds are held by BPSE subject to any agreed financial limits;
3. Instruct contractors on the Landlord's behalf as the Agent of the Landlord. Payment of the invoices are the responsibility of the Landlord;
4. Pay outgoings such as ground rent and service charges if requested and funds are held by BPSE;
5. Arrange visits to the Property approximately twice a year provided the Tenant grants access; BPSE will inform the Landlord if access is refused and await further written instructions;
6. Arrange all repairs up to a limit of £750.00 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held;
7. Advise the landlord if any arrears arise. BPSE cannot take Court proceedings on the Landlord's behalf;
8. Serve the legal Notice to end the Tenancy upon written request;
9. Negotiate and renew the Tenancy and draft the Agreement if both parties agree in writing;
10. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense;
11. Negotiate with the Tenant regarding any damage claims and make agreed deductions from the Deposit; including forwarding any adjudication to TDS if relevant if a dispute arises unless either party disagrees;
12. Prepare the documents for adjudication if requested but subject to an additional charge;
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
14. Endeavour to obtain a forwarding address from the Tenant;
15. Advise that BPSE can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;
16. Advise that the Management Service cannot be terminated until after the first six months' of the Tenancy by giving one month's notice.

### **Landlord's Undertakings**

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 BPSE for the purpose of viewings;
3. Agree BPSE 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 for any additional occupiers if BPSE do not manage the Property. BPSE has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to BPSE for inclusion within the Tenancy Agreement. 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;
8. Comply with all safety regulations regarding electricity or furniture if applicable; ensure all smoke alarms are in working order; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations;

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9. Compensate BPSE for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of BPSE;
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. If the Property is jointly owned, each owner will be required to register. The link is [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Failure to do so means basic rate tax will be deducted from all rent payments by BPSE;
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 BPSE. If discrimination occurs BPSE can give immediate written notice to terminate the Agreement;
13. Confirm that BPSE may receive interest, commission, or fees from contractors and prospective tenants while acting on the Landlord's behalf which will be retained by BPSE;
14. To determine whether you need a property licence and obtain such a licence;
15. To provide BPSE 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 to any compensation for a breach of the Licence conditions;

### Deposit

BPSE hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected with the Tenancy Deposit Scheme ("TDS"). Full details of the TDS can be provided by BPSE together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

### General

1. These Terms 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;
2. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for BPSE will be the address specified upon page one of the Agreement;
3. BPSE trades as a Limited company registered at Companies House at 1 Circus Road West, Battersea Power Station, London, SW11 8EZ. The VAT number is **184 610 213**. BPSE is a member of the Association of Residential Lettings Agents and subscribes to their Code of Conduct;
4. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. BPSE is 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 BPSE or their employees;
5. 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 BPSE 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 BPSE for the acts or omissions of any of their partners, consultants, employees or agents;
6. BPSE and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the consumer Rights Act 2015. Statements must be factually correct in all communications and BPSE must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to BPSE 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. BPSE are required under the above Regulations to disclose this information to interested parties;
7. BPSE reserves the right to assign the rights and or obligations under this Agreement;
8. BPSE may vary this Agreement by informing the Landlord in writing;
9. By appointing BPSE, the Landlord agrees that BPSE shall have sole agency ("Sole Agency") for eight weeks to market the Property which can be terminated by the Landlord giving BPSE two weeks written notice otherwise Sole Agency will continue until either party give notice in writing;
10. 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 BPSE sight of any marketing or advertising material produced by BPSE or by BPSE instructions by way of an introduction from an existing occupier for whom BPSE has previously charged a commission through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during

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any period of multiple agency if this has been agreed in writing between BPSE and the Landlord. All charges and fees are shown inclusive of VAT;

11. Commission will be paid at the same frequency as the rent is paid by the Tenant and 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 BPSE is the effective cause and for the period of time of any such renewal, extension or continuation of the Tenancy;
12. If the Tenant or any person associated with the Tenant purchases the Property the Landlord agrees to pay BPSE commission of 2.4% including VAT of the purchase price inclusive of fixtures and fittings;
13. The service of notices on either party will be by hand delivery or first class post (deemed served two working days later). Emails will be deemed delivered immediately on leaving the outbox of the sender to the e mail address of either party provided from time to time. The address for service for the Landlord and BPSE will be those specified in the Confirmation of Instruction to this Agreement;
14. There have been several 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. BPSE 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](http://www.gov.uk/protect-land-property-from-fraud) which provides guidance notes and access to the relevant form.
15. In order to comply with the 2018 Data Protection Legislation to prevent any unauthorised access to or use of personal data, BPSE has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential, and will only use the personal information of the Landlord if fees are not paid and BPSE wishes to refer the matter to a solicitor; or if BPSE 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. Full details of the Privacy Policy of BPSE can be obtained from the website at [www.bpsestates.co.uk/privacy](http://www.bpsestates.co.uk/privacy).
16. Any interest accrued on monies that BPSE 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;

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## CONFIRMATION OF INSTRUCTION

**Landlord:** (Please print full name as appears on passport/name of company). If a joint Landlord details of all persons forming the Landlord should be included.

\_\_\_\_\_

**("the Landlord")**

**Property to be let:** (full address including post code)

\_\_\_\_\_

**("the Property")**

**Contact Address of the Landlord/registered office address of company:**

\_\_\_\_\_

Telephone Home \_\_\_\_\_ Telephone Business \_\_\_\_\_

Mobile \_\_\_\_\_ Email Address \_\_\_\_\_

Section 48 address in England and Wales where the Tenant can serve Notices under the Landlord and Tenant Act 1987 if BPSE do not manage the Property:

\_\_\_\_\_

### **BANK DETAILS** (where you would like the rent to be paid)

**Name of Account:** \_\_\_\_\_

**Sort Code:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Swift Code:** \_\_\_\_\_

**IBAN:** \_\_\_\_\_

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I/We accept the Terms and Conditions and the Brochure which form part of the Agreement and I/we instruct Battersea Power Station Estates Company Limited to act on my/our behalf for the purpose of:

- Lettings and Rent Collection Service** **9.6% including VAT**
- Lettings and Full Management Service** **15.6% including VAT**

I/We am/are the only people with any interest in the Property.

I/We confirm that there are no major repairs, construction or maintenance work of which I/we are aware due to be carried out to the Property, any adjoining property or the building of which the Property forms part or any other facts or information that may affect a prospective tenant from renting the Property except as noted below:

\_\_\_\_\_

Signed by the Landlord: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signed by the Landlord: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signed for and on behalf of Battersea Power Station Estates: \_\_\_\_\_

Name and Position Held: \_\_\_\_\_

If the Landlord signs this agreement **away** from the offices of BPSE 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 BPSE of their decision to cancel this contract by post to the address on page 1 of the Agreement, or email to [lettings@bpsestates.co.uk](mailto:lettings@bpsestates.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 BPSE is informed about the decision to cancel this contract. Under the Cancellation Regulations BPSE cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that BPSE begin the service in writing by signing below:

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

To: BPS Estates 1 Circus Road West, Battersea Power Station, London, SW11 8EZ or e mail to [lettings@bpsestates.co.uk](mailto:lettings@bpsestates.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.

Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

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## SCHEDULE OF COMMISSION FEES AND CHARGES

1. Lettings and Rent Collection Service	9.6% including VAT
2. Lettings and Full Management Service	15.6% including VAT
3. Preparation of the BPSE standard Tenancy Agreement	£250 including VAT
4. Registration for the Tenancy Deposit Scheme	£36 including VAT
5. Preparation of an Extension Agreement for the Tenancy	£120 including VAT
6. Preparation of an Inventory Check in by an Inventory Clerk	Estimates upon request
7. Consultancy for the following:	
<ul style="list-style-type: none"> <li>• additional visits to a Property if we are managing;</li> <li>• waiting time at the Property;</li> <li>• having extra sets of keys cut;</li> <li>• arranging cleaning prior to the start of a Tenancy if not managing;</li> <li>• arranging safety checks;</li> <li>• installation of smoke alarms;</li> <li>• obtaining consent from a lender or a Superior Landlord.</li> </ul>	
For each of the above:	£180 including VAT
8. Withdrawal from an Agreed Offer	Any reasonable costs incurred by the Tenant
9. Sales Commission if Tenant purchases the Property	2.4% including VAT of purchase price
10. Visits during a void period for each visit	£180 including VAT
11. Tax retention for a non-resident landlord per quarter	£300 including VAT
12. Preparation of documents for Court proceedings or TDS adjudication	£180 including VAT per hour
13. Attendance by BPSE at Court or a tribunal on behalf of the Landlord plus the reasonable costs and expenses of BPSE	£180 including VAT per hour
14. Duplicate statements provided to the Landlord or his accountant for the statements covering all or part of the tax year	£144 including VAT
15. Cost of specialist advertising or brochures: details upon request but subject to additional charges	

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