

Landlords should read the following notes carefully as there are certain guidelines and formalities that should be considered prior to any letting. Costs will not be incurred on our behalf in the marketing and subsequent letting of your property until your written undertaking to do so is given to Kemp & Co Property Ltd. The following paragraphs form part of the contract between Kemp & Co Property Ltd and the Landlord. Upon signing this form you are entering into a legally binding agreement and agree to accept the terms and conditions as set out on this form by Kemp & Co Property Ltd and to pay for services and supplies. The Landlord should therefore obtain legal representation if he or she so desires, prior to signing this agreement.

Sole Agency Agreement

Kemp & Co Property Ltd will be the Sole Letting Agent from the date of this agreement for a period of 8 weeks, thereafter until terminated by either party in writing. Should the property be let during our Sole Agency period a fee of £390 inc VAT (£325 plus VAT) will be payable to Kemp & Co Property Ltd irrespective of the introducer. During the period of Sole Agency the Landlord will not instruct another agent to let the property.

Consent

Please ensure that all necessary consents, where applicable, are obtained prior to the letting of your property. If applicable, a letter of consent should be obtained from your mortgage company. Should your property be leasehold, you must also obtain written consent from the Head Lease or your superior landlord. Your Insurance may be rendered invalid should such consents not be obtained.

Insurance

Landlords should ensure that their property and its contents are comprehensively insured to its full replacement value. It is important to inform the insurers that the property is to be let as failure to do so may affect a claim. It should be noted that items stored in a loft are not usually covered by general household insurance. Specific landlord policies are recommended and Kemp & Co Property Ltd are able to put you in touch with companies which can advise on such matters.

Fees

A service level will be agreed between Landlord and Kemp & Co Property Ltd at the initial market appraisal, fees will be deducted from rental payments. Kemp & Co Property Ltd also reserve the right to make any changes to their terms of business. The Landlord hereby warrants to pay all agreed charges whether invoiced or not. Once you have instructed Kemp & Co Property Ltd to market your property, should you cancel your agreement before a tenancy commences a fee of £390 inc VAT (£325 plus VAT) will be payable to Kemp & Co Property Ltd to cover our time & marketing costs.

Executing the Agreement

It is usual practice for landlords to sign their own agreements however, Kemp & Co Property Ltd reserve the right to sign a tenancy agreement and other documents for and on behalf of a landlord should the landlord not be contactable. It is important therefore to give clear and concise instructions regarding the length of time the property will be available for letting. If an agreement is to be executed by a Power of Attorney, Kemp & Co Property Ltd require sight of such a document which must be a certified copy from a solicitor.

Rents

At market appraisal Kemp & Co Property Ltd will agree with the Landlord the rent to be quoted. Unless specifically agreed otherwise this will include payments for which the Landlord is responsible. Gas, electricity, water, telephone, oil, sewerage rates and Council Tax however, will become the responsibility of the tenant. Rents are collected calendar monthly and paid to the Landlord once funds have cleared in our account. Statements of account will then be sent to the Landlord detailing all receipts and deductions together with copies of all invoices.

Security Deposits

Kemp & Co Property Ltd will collect at least one month's rental as a security deposit. As required by law, Kemp & Co Property Ltd will ensure that the deposit is paid into an approved scheme and in this instance we will pay into The Deposit Protection Service unless a landlord has made alternative arrangements with another approved scheme. Should a landlord choose a different scheme Kemp & Co Property Ltd will require details of such a scheme prior to the letting of the property in order to draw up agreements correctly and will be unable to take a deposit on behalf of the landlord, which will need to be paid directly from tenant to landlord. Tenant Find & Rent Collection Landlords should register in their own right with the DPS whereby Kemp & Co Property Ltd will transfer deposits to them once registered. Where Kemp & Co Property Ltd have registered the Deposit with the DPS on behalf of Tenant Find & Rent Collection only clients, landlords will be expected to provide evidence in the event of a deposit dispute. Kemp & Co Property Ltd will be under no obligation to reimburse landlords for any loss suffered where sufficient evidence has not been supplied by the landlord. Kemp & Co Property Ltd will charge an hourly rate of £50 per hour if required to negotiate in a deposit dispute and/or handle a final check out when acting for non Management clients. Tenant Find & Rent Collection Landlords are responsible for re-protecting the deposit at the end of the tenancy term or if the tenancy becomes a Statutory Periodic Tenancy unless Kemp & Co Property Ltd receive written confirmation of their instruction to do so on their behalf.

Legislation

Landlords have a duty of care and repair governed by legislation, key regulations include: The Fire and Furnishings (Fire) (Safety) Regulations 1988, The Gas Safety (Installation and Use) Regulations 1998, Part B Building Regulations (Electrical and Safety in Dwellings), Electrical Equipment (safety) Regulations 1994, Electricity Act 1989, The General Product Safety Regulations 1994, The Unfair Terms in Consumer Contracts Regulations 1994, The Housing (Management of Houses in Multiple Occupation) Regulations 1995, 2004, The Water Industry Act 1991, Squatters and the County Courts Rules 1995, The Housing Benefit (General) Amendment Regulations 1995, Gas Cooking Appliances (Safety) Regulations 1989, Disability Discrimination Act, Race Relations Act 1976, The Landlord and Tenant Act 1985, The Housing Act 1988, 1996, 2004, The Consumer Protection Act 1987, The Party Walls Act 1996, Data Protection Act 1998, EPC Legislation & the Energy Act 2011, HSE Legislation on the Control of Legionnaires Disease, Compliance with The Housing Health and Safety Rating System (HHSRS). The Landlord hereby warrants to the agent that all legislation to his property thereto will comply with the above statutes.

The Furniture and Furnishings (Fire) (Safety) Regulation 1988

Landlords should comply with the above act, as amended in 1993, which stipulates new levels of fire resistance for domestic upholstered furniture and furnishings. All furniture in let property must comply with effect from 1997 regardless of whether the property has been let before that date. Furniture and furnishings are likely to comply if purchased after March 1989. Kemp & Co Property Ltd will advise at market appraisal of what furniture or furnishings are likely to comply and those items that will not. As a general guideline the Act covers all upholstered furniture, soft furnishings and fabrics (carpets and curtains are excluded). Should a mattress not carry a label, proof of purchase in the form of a dated receipt will be required. To breach these conditions is a criminal offence and appropriate recognition of fire worthiness must be shown. The Landlord hereby warrants to the agent that all furniture and furnishings in the property to be let and included in the letting of the property fully complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and all statutory amendments thereto.

The Gas Safety (Installation & Use) Regulations 1998

The above act applies to all domestic appliances and flues and came into force October 1998. It is a mandatory requirement for landlords to have all gas equipment safety checked annually by qualified persons (Gas Safe registered) only and to keep records of work carried out on the appliances. Failure to do so is a criminal offence and carries severe penalties which can and does include manslaughter. Proof of a gas safety check will need to be produced prior to Kemp & Co Property Ltd letting the property. If at any time during the tenancy Kemp & Co Property Ltd or the tenants become aware of any problems relating to gas an engineer will be called immediately. The landlord hereby warrants to the agent and agrees to undertake the responsibility for the safety checks on all gas equipment in the property and to keep records in accordance with the Gas Safety (Installation & Use) Regulations 1998 and to supply Kemp & Co Property Ltd with copies of such records.

Electrical Equipment (Safety) Regulations 1994

Replacing the Low Voltage Electrical Equipment Regulations 1989, these regulations came into force in 1994 and cover all mains voltage household electrical goods which includes not only fixed high voltage equipment but all domestic items such as toasters and hi-fi equipment. As with the fire regulations, a visual inspection will take place at the market appraisal whereupon landlords will be advised on items that are unlikely to comply. All items supplied in a rented property must be in "safe" working order and checks should be carried out if in any doubt especially on items purchased prior to January 1999. Landlords should also be aware that from January 2005 anyone carrying out an electrical installation in a property must comply with Part P Building Regulations (Electrical Safety in Dwellings). Kemp & Co Property Ltd can arrange electrical safety checks if so instructed by the Landlord. Kemp & Co Property Ltd strongly advise ALL landlords have an Electrical Safety Inspection carried out prior to letting and will require an Inspection Certificate for all properties Managed by them.

Energy Performance Certificates

As of October 1st 2008 it is a mandatory requirement that all residential let property is issued with an Energy Performance Certificate. Kemp & Co Property Ltd will not market any property considered to be in a poor condition or whereby an EPC has a low rating but could be improved to an acceptable rating but works are not undertaken to achieve that rating. From April 2018, it will be unlawful to let residential or commercial properties with an EPC Rating of F or G.

Legionnaires Disease

Landlords have a duty to carry out risk assessments for Legionnaires Disease, and if necessary, take action. Further information is available from the Health & Safety Executive's Approved Code of Practice Legionnaires Disease: The control of Legionella bacteria in water systems. Landlords must provide a suitable written assessment carried out by a competent person to assess the risks of Legionella from the water systems. Kemp & Co Property Ltd are able to arrange such checks on behalf of the Landlord.

Smoke Alarms and Carbon Monoxide Alarms

Under current legislation, being the Building Regulations 1991, it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery backup. From October 2015 the law requires landlords to install smoke alarms on every floor of their property and test them at the start of every tenancy. Landlords will also need to install carbon monoxide alarms in high risk rooms such as those where a solid fuel heating system is installed. Those who fail to install smoke and carbon monoxide alarms could face sanctions and up to a £5,000 civil penalty. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Premises and test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment. If you wish for Kemp & Co Property Ltd to arrange the fitting of alarms at your expense you must advise us in writing.

Stamp Duty

Where an agreement falls subject to Stamp Duty, the landlord will be liable for the cost of stamping a lease. If a landlord requires the original agreement to be stamped, Kemp & Co Property Ltd should be notified before a tenant is found. An agreement which falls subject to Stamp Duty may not be admissible in court if it is not stamped.

VAT

All Kemp & Co Property Ltd fees are subject to VAT. Registration Number 927 7364 90

Inventories and Schedule of Conditions

Inventories and/or schedule of condition will be supplied for Tenant Find, Rent Collection and Full Management services for the purpose of protecting the Landlord and his property (applies to unfurnished properties only). Kemp & Co Property Ltd will not accept any responsibility should landlords prefer to carry out their own inventory, check in and check outs.

Change of Ownership

Should the property be sold with a tenancy still running, Kemp & Co Property Ltd will look to the original landlord of the property for the letting commission due for the landlord old or new until such time adequate notice is given or, a new contract is signed by the new owner.

Selling to the Tenant

Should a tenant or any associated party negotiate a sale on the property whereby they were originally introduced by Kemp & Co Property Ltd, Kemp & Co Property Ltd will charge a commission fee of £2,400 inc VAT (£2,000 plus VAT) payable upon completion. Landlords should remember they are responsible for covenants up until such time as the tenant is notified of the new landlord, which must be no later than the next rental period, irrespective of whether title has been transferred.

Tax Management Act 1970

In most cases where a landlord is considered to be non-resident for taxation purposes, they are still liable to pay UK income tax on rents received in respect of UK property, which now includes overseas servicemen and servicewoman (different rates apply). Without confirmation of exemption Kemp & Co Property Ltd will be liable to deduct 22% from each rental payment received in order to discharge the Landlords responsibilities. In order to take full advantage of any and all allowances, landlords should employ a suitable qualified accountant to deal with their tax calculations. Rental statements can be copied to accountants and once the exact amount of tax payable has been agreed with the Inland Revenue this can be discharged and any remainder refunded. Alternatively, a Landlord can apply to the Inland Revenue for exemption by completing the relevant forms downloadable direct from the Inland Revenue or available from Kemp & Co Property Ltd.

Instruction of Solicitors

Should any breaches of covenant or rent arrears be brought to our attention we will inform the Landlord and advise them accordingly. Should legal action be necessary the Landlord will be responsible for instructing their own solicitor and for any fees or charges relating thereto. Landlords should be aware that Kemp & Co Property Ltd cannot take legal action for the Landlord as a tenancy agreement (and breaches thereof) is a contract between Landlord and Tenant. Landlords should refer to the list of current charges with regard to Kemp & Co Property Ltd's fees for attendance in court if required.

Termination

To terminate the agreement with Kemp & Co Property Ltd once a tenancy has commenced, the Landlord agrees to give three months notice in writing which cannot be served before the end of the initial fixed term of the tenancy whilst a tenant remains in situ. Kemp & Co Property Ltd reserve the right to terminate their agreement with the Landlord by giving similar notice. However, if the Landlord is found to be in serious breach of his legal obligations under current legislation, Kemp & Co Property Ltd will terminate the agreement immediately should the Landlord not remedy such a breach having been previously drawn to his attention both verbally and in writing by Kemp & Co Property Ltd .

Indemnity/Ratification

The Landlord undertakes to ratify whatsoever the agents shall lawfully and reasonably do by virtue of this agreement and to indemnify them against all costs and expenses properly incurred by them in carrying out their duties and all other acts pursuant hereto including legal expenses.

Unoccupied Properties

Kemp & Co Property Ltd are not responsible for vacant properties between tenancies. Kemp & Co Property Ltd will also not accept responsibility for frost or cold weather damage to water systems and owners should ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.

Keys

Kemp & Co Property Ltd will require three sets of keys prior to any letting of a Full Management property. Two sets will be issued to the tenant and one set will be retained by Kemp & Co Property Ltd.

INTEREST ON CLIENTS MONEY

All client money is held in a non interest bearing account and no interest will be payable to landlords by Kemp & Co Property Ltd.

Data Protection Act 1998 & The General Data Protection Regulation (GDPR) (EU) 2016/679

Letting agents may share details about the performance of obligations under a tenancy agreement by the Landlord and Tenant; past, present and future known addresses of third parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, local authority Council Tax and Housing Benefit departments, mortgage lenders, to help prevent dishonesty, for administration and accounting purposes, or for occasional debt chasing and fraud prevention. Under the Data Protection Act 1998 you are entitled on payment of a fee which will be no greater than that set by statute to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

Immigration Checks

Under section 22 of the Immigration Act 2014 a Landlord should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or EEA or Swiss national, or has a "right to rent" in the UK.. Kemp & Co will undertake "Right to Rent" checks in accordance with the Code of practice on illegal immigrants and private rented accommodation for tenancies which start after February 1st 2016 provided they are instructed on a Tenant Find, Rent Collection or Full Management basis.

ACCEPTANCE OF TERMS AND CONDITIONS

IF YOU WISH TO PROCEED WITH THE LETTING OF YOUR PROPERTY PLEASE CONFIRM YOUR INSTRUCTIONS BY SIGNING AND RETURNING THIS DOCUMENT TO KEMP & CO PROPERTY LTD

I/WE.....

Am/are sole/joint owner(s) of the freehold/leasehold property known as:

.....

(Property Address)

and am/are authorised to give instructions to Kemp & Co Property Ltd and to make this declaration.

I/we have read and accepted the Terms and Conditions of business as set out by Kemp & Co Property Ltd and have obtained all necessary consents and on that basis wish to instruct Kemp & Co Property Ltd on a Sole Agency basis to provide the following service at an agreed rental figure of £

Overseas Management	Tenancy Agreement Only	Inventory Preparation Only
Commission	Fee £	Fee £
Set Up Fee £		

Full Management Service	Rent Collection Service	Tenant Find & Set Up Service
Commission	Commission	Fixed Fee £
Set Up Fee £	Set Up Fee £	

SIGNED BY THE LANDLORD/S

..... **DATE**

SIGNED BY

..... **(PRINT NAME)**

..... **(SIGNATURE)**

For & On Behalf of Kemp & Co Property Ltd

DATE

PLEASE SIGN BOTH COPIES OF THIS DOCUMENT. RETURN ONE COPY TO KEMP & CO PROPERTY LTD & RETAIN THE OTHER FOR YOUR OWN RECORDS