



# Terms of Business

RESIDENTIAL LETTINGS

PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THE CONFIRMATION OF MARKETING.

## 1. THESE TERMS

- 1.1 What these terms cover: unless otherwise agreed in writing, these are the Terms of Business on which we supply our Letting Service, Short Let Service, Tenancy Set up, Full Rental Management Service and Rent Collection Service to you.
- 1.2 These terms will apply to all of your properties listed in the confirmation of marketing form completed by us and signed by you and any additional properties listed in the additional property schedule.
- 1.3 These terms together with the confirmation of marketing form the entire agreement between you and us.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are Sisodia Estates Ltd registered in England and Wales. Our Company registration number is 11126839 and our registered office is at 71 Green Lane Road, Leicester, LE5 3TP.
- 2.2 How to contact us. You can contact us by phoning or emailing your local branch or by writing to us at Sisodia Estates Ltd, 71 Green Lane Road, Leicester, LE5 3TP.

## 3. OUR CONTRACT WITH YOU

- 3.1 These terms apply to instructions for service(s) placed via phone, in person, in writing, via fax or via our website.
- 3.2 Each set of instructions from you to us shall be an offer by you to purchase the service(s) and these terms will apply. Please ensure that you read these terms carefully, and check that the details set out in the confirmation of marketing and these terms are complete and accurate, before you sign and submit your instructions.
- 3.3 Appointment as Agent. By signing and submitting your instructions, you: are asking us to act as your letting agent are liable to pay or commissions, fees and other charges for such service(s) as set out in clause 5; are asking us to provide the service(s) set out in the confirmation of marketing; understand that commission, interest or other income earned by us while delivering the service(s) provided under this contract will be retained by us, and authorise us to negotiate and sign or otherwise conclude tenancies on a tenancy agreement in your name without prior reference to you.
- 3.4 Sole Agency. By signing and submitting your instructions, you agree that we will be the only agent instructed to market and let your property for the agreed period shown in the confirmation of marketing. If you instruct another agent during such period, we reserve the right to charge the amount set out in clause 5.3 and you agree to pay such charge.
- 3.5 If you have not elected to instruct us on a sole agency basis, or if the sole agency period has expired, our appointment will be on a multi agent basis.
- 3.6 How we will accept your instructions. Our acceptance of your instructions will take place when we begin marketing your property, at which point a contract will come into existence between you and us.
- 3.7 These terms apply to all of our services and any variation to these terms and any statements made by us or our employees about the service(s) shall not be binding on us unless agreed in writing and signed by a director of Sisodia Estates Ltd.

#### 4. OUR SERVICES

- 4.1 Let Only Service. Clauses 1 to 13 and clauses 17 to 22 of these terms apply to your instructions for this service. For details of what is included in the Let Only Service, and the applicable fee, please see the confirmation of marketing.
- 4.2 Short Let Service. Clauses 1 to 13 and clauses 16 to 22 of these terms apply to your instructions for this service. For details of what is included in the Short Let Service, and the applicable fee, please see the confirmation of marketing.
- 4.3 Tenancy Set Up Service. Clauses 1 to 13 and clauses 17 to 23 of these terms apply to your instructions for this service. For details of what is included in the Tenancy Set Up Service, and the applicable fee, please see the confirmation of marketing.
- 4.4 Full Management Service. Clauses 1 to 15 and clauses 17 to 23 of these terms apply to your instructions for this service. For details of what is included in the Full Management Service, and the applicable fee please see the confirmation of marketing.
- 4.5 In addition to the above mentioned services, we can also provide additional services which are not included in the above service(s) which we can provide, and the associated charges are set out in clause 5.3 below.

#### 5. COMMISSION, FEES AND ADDITIONAL CHARGES

- 5.1 Commission. Any commission, interest or other income received by us while delivering the service(s) provided under this contract (e.g. referral to solicitors, interest on funds held and collected fees from EPC providers, contractors or inventory clerks) will be retained by us.
- 5.2 Where to find the fees for the service. The fees for the service(s) are stated in the confirmation of marketing. By signing the confirmation of marketing you agree to pay the fees for the service(s) and any applicable additional charges, which are set out in clauses 5.3 and 5.4 below
- 5.3 What additional charges may be payable. The following additional charges will be payable by either bank transfer, or as a deduction from rent received if you
  - 5.3.1 instruct another agent during the period of instruction on a sole agency basis (as set out in the confirmation of marketing) and such other agent negotiates and arranges a tenancy of the property, you agree to pay an administration charge of £550.00 as a contribution towards the administration and marketing costs incurred to us.
  - 5.3.2 withdraw from entering a tenancy. Should you instruct us to proceed with a proposed tenancy at your property based on an offer from a tenant introduced by us which you accept verbally/written and you subsequently withdraw such instruction, you agree to pay an administration charge of £550.00 as a contribution towards the administration and marketing costs incurred by us. However, you will not be responsible for such costs if your reason for withdrawing from the transaction is as a result of the reference on the proposed tenant proving to be unsuitable or if the tenant withdraws from the transaction prior to completion. For the avoidance of doubt, in the event of a withdrawal by yourself or by the tenant, you will not be entitled to any retained holding or Administration Deposit paid to us by the tenant.
  - 5.3.3 sell the property with the tenant in occupation you will remain liable for all Rent Collection fees and Full Management fees agreed (as set out in the confirmation of marketing for the period of the tenancy).

- 5.3.4 would like rental statement of account, these can be provided, and you agree to pay a fixed charge of £30.00.
  - 5.3.5 require us to undertake negotiations concerning deductions from the deposit, you agree to pay a fixed charge of £550.00 payable in advance.
  - 5.3.6 require attendance at Court or any Tribunal, this can be provided and you agree to pay a fixed charge of £550.00 per day or par thereof.
  - 5.3.7 require us to serve notices, you agree to pay a fixed charge of £250.00 payable in advance.
  - 5.3.8 request extra visits to the property during a tenancy, these can be provided and you agree to pay a fixed charge of £250.00.
  - 5.3.9 require us to wait at a property, for a contractor appointed by you this can be provided and you agree to pay a fixed charge of £250.00
  - 5.3.10 require key cutting, this can be provided and you agree to pay the appropriate cost per key plus a fixed charge of £30.00
  - 5.3.11 terminate the contract following a successful rental of the property by us (and we are not in significant breach of the contract) after the 14 day cancellation period has expired before it is executed, you agree to pay a fixed charge of £750.00.
  - 5.3.12 provision of documents to third parties (i.e. solicitors, adjudicators or any other party) on your request will attract a fixed of charge of £350.00.
  - 5.3.13 File transfer and deposit transfer to other managing agent – if you request us to transfer a copy of the documents held on your file and deposit held in our custodial scheme to other estate agent because you have decided to change the managing agent for the property, you agree to pay us fixed charge of £550.
  - 5.3.14 Any work that has not been covered by the fees stated above and fees stated in confirmation of marketing, we reserve a right to charge fee on time cost basis which will be £350 per hour of work. This will be charged for minimum of a quarter of an hour and any time spent will be rounded up to a nearest quarter of an hour.
- 5.4 If you instruct us to provide the Letting Service, and at the date of termination have not made payment of the fee agreed in full, you agree to pay the balance of the Letting Service fee before the service can be terminated.
- 5.5 We are currently not VAT registered. This may change in future. If we become a VAT registered business in future VAT will apply to all fees and additional charges which will be charged at the prevailing rate.
- 5.6 We will apply changes in the rate of VAT if the rate of the VAT changes between your instructions and the date we supply our service(s) and/or additional service(s), we will adjust the rate of VAT that you pay, unless you have already paid for the service(s) and any additional service(s) in full before the change in the rate of VAT takes effect.

## 6. YOUR RIGHT TO MAKE CHANGES TO YOUR INSTRUCTIONS

- 6.1 If you wish to make a change to the service(s) you have requested please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service(s), the timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 7. OUR RIGHT TO MAKE CHANGES TO YOUR INSTRUCTIONS

- 7.1 We may make changes to our service(s) and Terms of Business to reflect changes in relevant laws and regulatory requirements, and to implement minor technical adjustments, improvements and reasonable increases in fees. These changes not otherwise affect the provision of the Service(s) to you. If we intend to make significant changes to these terms, we will notify you beforehand and you may then contact us to end the contract before the changes take effect. Any refund to you will be made in accordance with clause 10.7.

## 8. PROVIDING THE SERVICES

- 8.1 When we will provide the service(s). We will begin providing the service(s) immediately, on the Commencement Date.
- 8.2 We are not responsible for delays outside our control. If our supply of service(s) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provide we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any service(s) you have paid for but not received.
- 8.3 If you do not allow us access to provide service(s). If you do not allow us access to the property to perform the service(s) as arranged, for example by not providing us with keys to the property (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 11.2 will apply.
- 8.4 What will happen if you do not give us required information. We may need certain information from you so that we can supply the service(s). We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract and clause 11.2 will apply or make an additional charge of a reasonable sum to compensate for any extra work that is required as a result. We will not be responsible for supplying the service(s) late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time for us asking for it.
- 8.5 We may suspend supply of the service(s) if you do not pay. If you do not pay us for the service(s) or the additional service(s) when you are supposed to (see clause 12) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the service(s) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the service(s). We will not charge you for the service(s) during the period for which they are suspended.

## 9. YOUR RIGHT TO END THE CONTRACT

- 9.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 9.1.1 to 9.1.3 below you remain liable to pay for services already delivered, the contract will end immediately and we will refund you in full for any service(s) which have not been provided.
- 9.1.1 and you do not wish to proceed;
- 9.1.2 there is a risk that supply of the service(s) may be significantly delayed because of events outside our control;
- 9.1.3 you have a legal right to end the contract because of something we have done wrong.

- 9.2 Your right to change your mind. If you change your mind you are able to exercise your statutory cooling off right which is explained in your Confirmation of Marketing under the heading 'Notice of Right to Cancel'. This cancellation period will expire 14 days from the Commencement Date.
- 9.3 Ending the contract where we are not in breach of contract and there is no longer a right to change your mind. Even if we are not in breach of the contract and you do not have a right to change your mind because the 14 day cancellation period has expired), you can still end the contract before it is completed. A contract for services is completed when we have finished providing the service(s) and you have paid for them. If you wish to end a contract before it is completed and we are not in significant breach of the contract, just contact us to let us know (see clause 10)

#### 10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 10.1 Tell us you want to end the contract. To end the contract with us, please let us know by calling or emailing your local branch as set out in your confirmation of marketing. Please provide your name address, details of the property and, where available, your phone number and email address. You will remain liable for outstanding charges.
- 10.2 When the contract will end. The contract will end immediately once you have let us know you wish it to end.
- 10.3 Deductions from refunds if you are ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 9.1.1 to 9.1.3 above, we reserve the right to charge you for the reasonable cost of our providing service(s) up to the date of the contract ending and may deduct this amount from any refund or compensation. The amount of any such charge will be proportionate to what has been supplied to you.
- 10.4 Permitted Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind (within 14 days of the Commencement Date) we reserve the right to deduct reasonable fees and our costs for any services provided prior to cancellation if you exercise this right.
- 10.5 What you will need to pay if we are not in breach of the contract and you end the contract after the cancellation period has expired. If you let us know that you want to end the contract, after the 14 day cancellation period has expired and before we have been able to complete the contract, you agree to pay and we will deduct from any refund (or, if you have not made an advance payment, charge you) the charge set out in clause 5.3.11.
- 10.6 What you will need to pay if we are not in breach of the contract and you end a contract for our Letting Service before we have received the fee agreed on the Confirmation of Marketing. If, after the 14 day cancellation period has expired, you let us know that you want to end the contract we will deduct from any refund (or, if you have not made an advance payment, charge you) the charge set out in clause 5.4.
- 10.7 When your refund will be made. We will make any refunds due to you without undue delay. If you are exercising your right to change your mind then your refund will be made not later than 14 days after the day on which you inform us about your decision to cancel this contract.
- 10.8 When your refund will be made. We will make any refunds due to you without undue delay. If you are exercising your right to change your mind then your refund will be made no later than 14 days after the day on which you inform us about your decision to cancel this contract.

## 11. OUR RIGHTS TO END THE CONTRACT

- 11.1 We may end the contract if you break it. We may end the contract for a service at any time and will confirm this by writing to you if:
- 11.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service;
  - 11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service;
  - 11.1.3 you do not, within a reasonable time, allow us access to the premises to supply the service;
  - 11.1.4 instruct another agent during our sole agency period (as set out in the confirmation of marketing) and such other agent negotiate and arranges a tenancy of the property;
  - 11.1.5 you do not comply with your obligations, as set out in these terms, or your legal obligations, as set out in clause 18 below; or
  - 11.1.6 sell the property with the tenant in occupation.
- 11.2 You must compensate us if you break the contract. If we end the contract in any of the situations set out in clause 11.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a fee (see clause 5.3) or deduct or charge you for the net costs we will incur as a result of your breaking the contract.
- 11.3 We may withdraw the service(s). We may write to you to let you know that we are going to stop providing the service(s). We will let you know at least 60 days in advance of our stopping the supply of the service(s) and will refund any sums you have paid in advance for services which will not have been provided at the date of termination.

## 12. PAYMENT

- 12.1 When you must pay fees and how you must pay. We accept payment via bank transfer. Details of when the fees are payable are stated in the confirmation of marketing.
- 12.2 When you must pay additional charges and how you must pay. We will let you know in advance when and how you must pay for additional charges. Additional charges are either payable in advance by bank transfer or deducted from the rental payments collected by us and payable to you (rent).
- 12.3 If the payment to be deducted for additional charges and other expenditure exceed the rent, we will ask you to pay by bank transfer.

## 13. TERMS APPLICABLE TO ALL SERVICES

- 13.1 The tenancy agreement. Unless instructed otherwise by you, all tenancies granted will be on our standard assured shorthold tenancy agreement from time to time. If you would like a sample copy of our agreement, please do let us know. If you want to use a form of tenancy agreement other than our agreement, including the addition of non-standard clauses into our agreement, you acknowledge and agree that you do so entirely at your own risk, and that with immediate effect, we exclude all liability for any losses suffered directly or indirectly as a result of:
- 13.1.1 the use of a tenancy agreement other than our agreement; or
  - 13.1.2 the use of our agreement if you have made any variations to it.

- 13.2 We may sign the tenancy agreement on your behalf. By entering into this contract you authorise us to execute or sign the tenancy agreement on your behalf.
- 13.3 Inventory / Schedule of Condition / Formal Check-Out. We strongly recommend that an inventory and schedule of condition is obtained by you prior to the grant of a tenancy and that a formal check-out is carried out at the end of any tenancy. The preparation of an inventory or schedule of condition or the carrying out of a formal check-out are not included within the service(s) that we provide. We cannot accept responsibility for any losses resulting from your failure to conduct any inventory/schedule of condition and/or formal check-out prior to the grant of a tenancy.
- 13.4 Where expressly instructed to do so we will arrange for an inventory/schedule of condition and/or formal check-out requested by you. An estimate of the fee payable in relation to the preparation or carrying out of an inventory, schedule of condition and/or formal check-out requested by you. An estimate of the fee payable in relation to the preparation or carrying out of an inventory/schedule of condition and/or formal check-out will be supplied upon request. Where instructed to prepare or carry out an inventory/schedule of condition or formal check-out we reserve the right to instruct a third party to carry such work.
- 13.5 We cannot accept responsibility for any losses resulting from any errors or omissions in any inventory/schedule of condition and/or formal check-out prepared or carried out by it or any third party.
- 13.6 **General.** Prior to the start of the tenancy, we will ask you if you wish any deposit (13.7-13.13) paid by the tenant.
- 13.7 **Deposits – General.** Prior to the start of a tenancy, we will ask you how you wish any deposit paid by the tenant to be held. As stated in the confirmation of marketing, the deposit may either be held by us or you, but must be held in accordance with the terms of the housing Act 2004. Deposits held by us will be held under the Tenancy Deposit Scheme operated by the MyDeposit.co.uk. The tenancy agreement will reflect your choice.
- 13.8 Deposits held by you. If you wish to hold the deposit, we will only arrange for the deposit to be transferred to you if and when you (a) confirm to us the identity of the tenancy deposit protection scheme in which the deposit will be held and (b) provide us with the proof of your membership of such scheme and (c) proof that the appropriate prescribed information notice has been served on and signed by the tenants and you.
- 13.9 Standard AST deposits – held by us. We will hold the deposit as stakeholder and in accordance with the Mydeposits.co.uk. Full details of the MyDeposits are available at [www.mydeposits.co.uk](http://www.mydeposits.co.uk). If you ask us to transfer the deposit to another tenancy deposit scheme, we will only arrange for the deposit to be transferred to you as and when you provide us with proof that the appropriate prescribed information notice has been served on and signed by the tenants and you.
- 13.10 If on expiry or termination of the tenancy there is no dispute between the tenant and you as to the proportion of the deposit to be returned to the tenant, we will, upon receiving written consent from both the tenant and you, refund or retain the deposit as instructed.
- 13.11 Where we are notified of or become aware of a dispute between the tenant and you regarding the deposit, and such dispute is not resolved, we will submit the dispute to the MyDeposits for adjudication. In such circumstances we will:
- 13.11.1 co-operate with MyDeposits in any adjudication or arbitration and will follow any recommendations made by MyDeposits.



- 13.11.2 Not accept any liability for any loss you might suffer as a result of your failure or delay in instructing us to make any refund of the deposit or to inform us of any dispute concerning the deposit.
- 13.12 Standard AST deposits – held by you. If you hold the deposit you will reimburse us against any losses/expenses resulting directly or indirectly from claims by the tenant which arise as a result of your failure to comply with the relevant legal obligations.
- 13.13 Deposit negotiations. Where a deposit is held by us, we will undertake any negotiations on your behalf in respect of the deposit subject to fees stated in the clause 5.3.5. The fee is payable in advance by bank transfer or deducted from the rental payments collected by us and payable to you (rent) or deducted from the deposit funds payable to you as a result of adjudicators decision.
- 13.14 Where a deposit is held by us and you have not contracted to purchase our Full Property Management Service in respect of the property, we will only undertake any negotiations on your behalf in respect of the deposit if you give us written instructions to do so, and subject to the charge for this service set out in clause 5.3.5 above being paid in advance by you.
- 13.15 **what happens on expiry of the tenancy.** We will endeavour to contact you prior to the expiry of the tenancy and seek your instructions as to whether you wish to:
- 13.15.1 terminate the tenancy on expiry
  - 13.15.2 extend the existing tenancy; or
  - 13.15.3 grant a new tenancy to the existing tenant (and if so, on what terms)

If you decide to extend the existing tenancy or agree the terms for the grant of a new tenancy to the existing tenant, we shall prepare and execute the necessary tenancy agreement on your behalf and arrange for the tenant to execute the necessary tenancy agreement, subject to the charge for this service set out in clause 5.3.11 being paid by you.

- 13.16 **Utility and council tax management at the start, end and between tenancies.** Sisodia Estates Ltd is not responsible for closing or setting up accounts with utility providers or local authorities. This has to be done by the person/s deemed responsible for paying the bills for the period in question i.e tenants or landlords. Sisodia Estates Ltd accepts no liability for any losses occurred as a result of action or inaction of the person responsible for paying the bills or setting up or closing the utility account or council tax account for the time period in question.
- 13.17 **Provision of your data to tenants.** You acknowledge that we may need to supply the tenant with contact details or other data, in order to fulfill our obligations under the contract. You consent us to us supplying such data to the tenant for this purpose.

#### 14. TERMS APPLICABLE TO FULL MANAGEMENT AND RENT COLLECTION SERVICES

This clause 14 only applies to contracts for Full Management and / or Rent Collection Services.

- 14.1 **Collection of rent.** We will collect rent from the tenant in accordance with the tenancy agreement.
- 14.2 **Payment of rental payments to you.** We will make payment of any balance due to you by FPS (Faster Payment Service) transfer to your nominated bank or building society within 3-5 working days of cleared funds being received into our client account and the rental due date, whichever occurs later. For bank accounts not based within the United Kingdom, these time frames may be subject to variation and you should consult your local office for confirmation.

- 14.3 **What if the tenant pays by cheque.** If monies are paid to us by cheque, a 10-working day clearance paid will be applied before payment can be made to you.
- 14.4 **What if the tenant does not pay in time.** We are not responsible for any bank charges incurred by you as a result of delays in payment. You are advised to arrange a back-up bank facility to take account of rent payment dates, void periods or default by the tenant.
- 14.5 **How will we account to you.** We will account to you monthly, listing rent received, payments deducted for our fees, additional charges and any other expenditure carried out by us.
- 14.6 **Tax Affairs:** Sisodia Estates Ltd is not responsible for managing, collecting or payment of your taxes from rental income or other income. You are responsible for managing your tax affairs in relation to all incomes including rental income from the properties managed by us.
- 14.8 **Annual Statements.** We will provide you with an annual statement of gross income and expenditure relating to tenancies administered by us under this contract upon request. The charge payable for the provision of such a statement is shown at clause 5.3.4 above.
- 14.9 **what happens if the tenant does not pay.** If the tenant falls into arrears, we will initiate our arrears procedure. Should it become necessary to take legal action and you wish to instruct solicitors, you will be responsible for instructing solicitors. You authorize us to supply to any solicitors instructed by you information or copies of documentation administration charge shown at clause 5.3.12 above.
- 14.10 Service of Notices
- 14.10.1 when instructed to provide a Rent Collection Service we will serve any statutory Notice when expressly instructed in writing to do so, subject to the payment of the charge shown at clause 5.3.7 above.
- 14.10.2 we do not accept any liability for any loss or delay incurred either directly or indirectly in gaining vacant possession

## 15 TERMS APPLICABLE TO FULL MANAGEMENT SERVICES

### **This clause 15 only applies to contracts for Full Management Services**

- 15.1 **Point of Contract.** We will act as the point of contract for any queries raised by you and the tenant in relation to the tenancy.
- 15.2 **Day to Day Maintenance Works / Repairs.** We will arrange for and manage any required or instructed Maintenance works or repairs up to the value of £200.00 for any single item without further reference to you. A float of £200 will be maintained on your rental account in respect of the property to facilitate the undertaking of required maintenance works or repairs up to the value.
- 15.3 **What if the maintenance cost is likely to exceed the pre-agreed value.** Where required, if maintenance works or repairs are likely to cost more than the value agreed in the confirmation of marketing we will only arrange for and manage such works if:
- 15.3.1 you consent to such works being carried out; and

- 15.3.2 we hold sufficient funds on your rental account in respect of the property concerned to cover the estimated costs of such works (if insufficient funds are available, you will be requested to provide us with any necessary funds).
- 15.3.3 we are not liable for any loss or damage suffered by you or to the property as a result of any delay or failure to carry out works caused by your failing to grant consent pursuant to clause 15.3.1 above or failing to place us funds subsequent to a request for funds pursuant to clause 15.3.2 above.
- 15.4 **What if works / Repairs are needed to fulfill your obligations under Section 11 of the Housing Act. Notwithstanding clause 15.3 where:**
- 15.4.1 works of an emergency nature are, at our absolute discretion, required to protect your interests and/or ensure compliance with any relevant statutory obligations;
- 15.4.2 the cost of such works is anticipated to be in excess of the value agreed
- 15.4.3 where we have been or are unable to obtain your consent to such works; we may at our absolute discretion arrange for such works to be carried out and recover the cost of such works from you.
- 15.5 who will conduct maintenance works / repairs. We will at our absolute discretion identify and instruct appropriate contractors to carry out any necessary or instructed works unless you request in writing that a specific contractor be instructed. In such circumstances we will instruct the contractor identified by you subject to:
- 15.5.1 provision of copies of the contractor's professional qualification (where appropriate) and details of the contractor's public liability insurance: and
- 15.5.2 the contractor being willing and able to carry out the relevant work within any required timescale.
- 15.6 What if you need us to wait at the property for the contractor to conduct the necessary maintenance. Should you require us to wait at a property for a contractor whom you have specifically requested to be instructed, pursuant to a written request by you, we will charge the fee stated at clause 5.3.9 above.
- 15.7 **What you need to tell us about the property.** You are solely responsible for informing us and the tenant of the existence of and any relevant details of any service contracts or warranties taken out for the property. We will not be liable for any losses suffered by you arising from any failure to inform us of the existence of and any relevant details of any service contracts or warranties.
- 15.8 **Instruction of Contractors and the commission we receive.** Where one of our approved contractors is instructed to carry out works on your behalf, we will receive from the contractor a marketing commission of 10% of the value of the works instructed. This fee is paid by the contractor to us in recognition of the saving made by them in marketing costs. For example, if a contractor is instructed to undertake works to the value of £200, the contractor will pay us a marketing commission of £20.
- 15.9 **Limited Scope Property Visits.** We will carry out one property visit (or number agreed) for each tenancy that has been arranged. If /subsequent tenancies are arranged a further visit will only be made if there is a change of principle tenant. Should you require further visits to

be undertaken, we will carry out such visits where expressly instructed to do so, with any further visits being subject to the charge shown at clause 5.3.8 above. Property visits are a walk through to identify any obvious defects or necessary repairs and are not structural survey of the property. We cannot and do not accept responsibility for hidden or latent defects.

- 15.10 **Breach of Tenancy.** We will inform you if we become aware of a breach of the tenancy agreement by the tenant. Should it become necessary to take legal action or seek legal advice in respect of such breach and you wish to instruct solicitors, you will be responsible for instructing solicitors (and bearing any costs incurred). You authorize us to supply any information or copies of documentation held by us, and requested by such solicitors, to any solicitors instructed by you.
- 15.11 **Furnishing / Refurbishment works. We will not get involved with the** Partial or total furnishing/ refurbishment of the property, you will be responsible for arranging any such work and pay directly to the contractors. Should you require us to wait at a property for a contractor, we will charge the fee stated at clause 5.3.9 above.
- 15.12 **keys.** We require a set of management keys to allow us to effectively manage the property and each tenant also requires one set of keys. Where a management set or the full number of tenant's keys required are not provided by you, we reserve the right to cut additional sets at your expense (the relevant charge being shown at clause 5.3.10 above).
- 15.13 if keys are lost or unaccounted for by you or the tenant, we will not be liable and you will be responsible for, and for the cost of, obtaining replacement keys. If you ask us to arrange the cutting of replacement keys, you agree to pay the relevant charge shown at clause 5.3.10 above.

## **16. TERMS APPLICABLE TO SHORT LETS**

### **If we are instructed to provide a short let service**

- 16.1 you will be responsible for the payment of all utility bills including gas, electricity, water and council tax, excluding any telecommunication service, for the duration of the tenancy. The Tenant will be responsible for paying for any telecommunications services at the property for the duration of the tenancy.
- 16.2 should the tenancy continue for a period longer than 6 months we will conduct property visit for the tenancy. Property visits are subject to the conditions outlined in clause 15.9
- 16.3 should the tenant not vacate the property at the end of their tenancy, you acknowledge that a Section 21 notice of the Housing Act 1988 needs to be served on the tenant, providing at least two months' notice to terminate the tenancy. The tenancy cannot be terminated any earlier than six months after the tenants have been in situ. You understand what this means there may be a period of time where the tenant cannot be evicted from the property and where rent is not paid.
- 16.4 we do not conduct reference checks for short lets.

## **17. LIMITED SCOPE REFERENCING**

17.1 What reference checks will be conducted. Before granting a tenancy to a potential tenant, we will conduct a tenant reference check, and if possible, this will include a check of:

17.1.1 adverse credit history such as Bankruptcy; County Court and other Court Orders

17.1.2 financial sanctions;

17.1.3 full right to rent checks in accordance with the Immigration Act 2014,

17.1.4 current landlord or managing agent to ascertain whether they conducted their previous tenancy in a satisfactory manner; and

17.1.5 verification of employment and income

You acknowledge that these checks are restricted in scope. We cannot guarantee the accuracy or completeness of any reference checks, nor will we be liable for any losses suffered resulting from the non-disclosure of facts by the referencing agency or the potential tenant.

17.2 If a potential tenant passes the referencing procedure, we will prepare and execute the tenancy agreement on your behalf. If a potential tenant does not pass the referencing procedure or the results of the referencing procedure include advice that advance payment of rent or a guarantor should be sought, we will obtain confirmation from you, that you wish to proceed with the tenancy.

## 18. YOUR LEGAL OBLIGATIONS

### 18.1 Consent to be Let

18.1.1 **If you are a leaseholder.** You confirm that permission is granted under the head lease to let property and that any relevant sections of the head lease will be provided to us prior to the commencement of the tenancy, to attach to the tenancy agreement if applicable; and that the period of the intended letting expires before the expiry of your head lease.

18.1.2 **If the property is mortgaged.** You confirm that permission has been sought where required from the mortgage lender or charge holder before letting the property.

18.1.3 **you are required to have building and contents insurance.** You confirm that you have building, and contents cover for the property including the third-party liability; that copies of the relevant sections of the policies will be provided to the tenant at the start of the tenancy; and that the insurer has been informed of the letting of the property

### 18.2 Landlord and Tenant Act 1985 Section 11

18.2.1 **Your responsibility to keep the property in repair.** You confirm that we have made you aware of your statutory responsibility to keep the property in repair including the exterior, drains gutters and pipes; to repair the sanitary appliances; to repair the installations for supply and water heating and to repair the installations for the supply of gas, electricity and water.

### 18.3 **Landlord and Tenant Act 1987**

18.3.1 Our obligation to provide information to tenants. We are obliged to provide your full name and actual address on all rent demands. If you reside outside England and Wales, then we must provide the tenant with an alternative address to which notices may be served within the jurisdiction of England and Wales. Where a Full Management service has been chosen, we will use our office address for such purposes.

### 18.4 **Local Authority Licensing Schemes**

18.4.1 you are responsible for ensuring compliance with all local authority licensing schemes for rental properties, including schemes relating to Houses in Multiple Occupation and housing quality regulations under the Housing Act 2004.

18.4.2 you agree to reimburse us for any liability, cost or expense incurred by us as a result of you failing to obtain, or comply with, the licensing requirements.

### 18.5. **Mail**

18.5.1 It is your responsibility to re-direct your mail prior to the commencement of tenancy. We have no liability for lost documents if the mail has not been redirected.

## 19 **YOUR SAFETY OBLIGATIONS**

### 19.1 **The Gas Safety (installation & use) Regulations 1998 (“ the Gas Regulations”)**

19.1.1 Under the Gas Regulations, it is your responsibility to ensure that all gas appliances and the fixed installations are maintained in good order, checked for safety at every 12 months by a Gas Safe registered engineer, that a certificate confirming such checks have been carried out and that the original of such certificate is supplied to the tenant at the commencement of the tenancy and within 28 days of the date of renewal of a certificate. You confirm that this is your responsibility.

19.1.2 If you instruct us to provide a Rent Collection service:

19.1.2.1 you must provide the original certificate to us prior to the commencement of the tenancy.

19.1.3.2 If the tenant is remaining in occupation beyond the expiry of the original certificate, you must arrange and provide for a new valid certificate no later than 14 days prior to the expiry of the original certificate.

19.1.3.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and you have indicated that you will instruct your own Gas Safe registered engineer, you will provide us with the original of the new certificate no later than 14 days prior to the expiry of the original certificate.

19.1.3.4 you acknowledge that you are solely responsible for compliance with the Gas Regulations and agree to compensate us for any liability, cost or expense incurred under the Gas Regulations.

**For the avoidance of doubt, It is solely your (landlord's) responsibility to ensure compliance with the Gas Regulations (or any other safety regulations) at all times. Sisodia Estates Ltd does not accept any liability for consequences that arise as a result of breach of such regulations.**

**19.2 Furniture and furnishings**

19.2.1 you confirm that any furniture and soft furnishings supplied for tenancy at the property comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended.

19.2.2 you agree to reimburse us for any liability, cost or expense incurred under the above Regulations.

**19.3 Smoke and Carbon Monoxide Alarms**

19.3.1 All newly built premises from June 1992 and/or a House in Multiple Occupation (HMO) must have mains-fitted smoke alarms with battery back-up. It is your responsibility to make sure these alarms are in working order.

19.3.2 All properties require smoke alarms to be fitted. You confirm that each Storey of the property on which there is at least one room used either wholly or partly as accommodation has a working smoke alarm or will have one installed prior to the commencement of an initial tenancy. You confirm that you will be responsible for arranging that any alarms are tested and working.

19.3.3 You confirm that any room which contains a solid fuel burning combustion appliance has a working carbon monoxide alarm or will have one installed prior to the commencement of an initial tenancy. You confirm that you will be responsible for this.

19.3.4 You confirm that all required alarms will be tested to ensure that they are working on the day of the commencement of the tenancy. Should there be a fault with any alarm; you confirm that you will take the required action to remedy the fault.

**19.4 Electrical installations**

19.4.1 You confirm that all electrical equipment provided at the property is fully operational, is safe and has written instructions for use provided, to comply with the Electrical Equipment (Safety) Regulations 1994.

19.4.2 you must arrange for a qualified electrician be instructed to carry out a full Electrical Safety Check and PAT (Portable Appliance Test) prior to the commencement of the tenancy and periodically thereafter. You must provide an original valid Electric

Safety Certificate prior to commencement of the tenancy and 14 days prior to expiry of the Electric Safety certificate.

- 19.4.3 You agree to reimburse us for any liability; cost or expense incurred under the Electrical Equipment (Safety) Regulations 1994 in relation to the property.

**For the avoidance of doubt, It is solely your (landlord's) responsibility to ensure compliance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (or any other such safety regulations) at all times. Sisodia Estates Ltd does not accept any liability for consequences that arise as a result of breach of such regulations.**

**19.5 Energy performance Certificate (EPC)**

- 19.5.1 You confirm that an EPC will be provided prior to marketing the property and that the responsibility of obtaining the EPC remains with you.

**19.6 Appliance Manuals**

- 19.6.1 you confirm that, where available, copies of instruction manuals for all gas, electrical and other appliances present at the property will be provided to the tenant.

**19.7 Health & Safety**

- 19.7.1 You are responsible for ensuring that the property complies fully with all relevant health and safety requirements and, in particular, for ensuring that no instances of legionella bacteria are present in the property. We recommend that you carry out a thorough health and safety risk assessment before renting out the property. We cannot accept responsibility for any losses resulting from your failure to conduct a thorough health and safety risk assessment prior to the grant of a tenancy.

**19.8 Legionnaires' Disease**

- 19.8.1 You are responsible for carrying out a legionnaires risk assessment of the property prior to the property being let. Accordingly, you agree to carry out this risk assessment prior to the commencement of the tenancy.

**19.9 Internal Blinds**

- 19.9.1 There are requirements under European Regulations that the installation for raising and lowering blinds and the movement of curtains across windows of the property comply with certain safety features (deigned to prevent blind cords or chains creating a hazardous loop). You will ensure the property's blinds and curtains comply with these safety requirements. You agree to reimburse us for any liability which results from your failure to satisfy these requirements.

**20. OTHER IMPORTANT TERMS**

- 20.1 Terms of Business



- 20.1.1 After this contract takes effect, each of the parties shall, at the request of the other, do and execute or procure to be done and executed all such acts, deeds, documents and things as may be necessary to give effect to this contract.
  - 20.1.2 Should we be obliged to take legal proceedings to recover from you outstanding monies, you agree to meet our legal expenses reasonably incurred in taking such action.
- 20.2 Data Protection
- 20.2.1 How we will use personal information. You agree that we may use the personal information that you, and any tenant or occupier, provide to us as follows;
    - 20.2.1.1 where you and /or tenant or or occupier (as applicable) agree to the intended use;
    - 20.2.1.2 to process your payments for the service(s)
    - 20.2.1.3 to supply the service(s), and enforce our rights under the contract; and
    - 20.2.1.4 to further refine and develop or target our services for you or other actual or potential customers.
  - 20.2.2 We will only give personal information about you, and the tenant or occupier to third parties (a) Where necessary in order to fulfill our rights or obligations under this contract; (b) where the law either requires or allows us to do so, or (c) where this will assist us in developing or targeting our offering for you and other potential customers as described at clause 20.2.1
  - 20.2.3 Contacting you about other products and services offered by us and our sister companies. We would like to contact you with information on connected products and services offered by us and /or our sister companies. If you do not want us to use your personal data to contact you about connected products or services please let us know.
  - 20.2.4 If you have any questions about the handling or protection of your personal data. If you would prefer us not to use your information in this way or have any questions about handling or protection of your Personal Data or your rights under this contract please contact The Data Protection Officer, Sisodia Estates Ltd, 71 Green Lane Road, Leicester, LE5 3TP.
- 20.3 **Insurance.** We do not provide any insurance services. You are responsible for arranging your own insurance covers.
- 20.4 Our responsibility for loss or damage suffered by you
- 20.4.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if , at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during our pre-contract discussions.

- 20.4.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the service including the right to have services supplied with reasonable skill and care.
- 20.4.3 We will not be liable for non-payment of rent or any action of the tenant, including (but not limited to) any failure by the tenant to deliver up possession of the property.
- 20.4.4 We are not liable for the care of or any damage suffered to the property when it is untenanted or for matters not noted during an inspection carried out by us.
- 20.4.5 We are not liable for any damage caused by the tenant to the property or fixtures or fittings, whether such damage is accidental or intentional.
- 20.5 When we are liable for damage to your property. We will make good any damage to your property caused by us in providing the Service(s). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover.
- 20.6 We may transfer this agreement to someone else. We may transfer our rights and obligations under the contract to another organization. We will always tell you in writing if this happens and we will seek to ensure that the transfer will not affect your rights under the contract.
- 20.7 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.8 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 20.9 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses, and each of the sub-clauses, of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the relevant clause or sub-clause shall be deemed deleted. However the remaining clauses will remain in full force and effect.
- 20.10 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the service(s), we can still require you to make the payment at a later date.
- 20.11 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the service(s) in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the service(s) in either the northern Irish or the English courts.
- 20.12 Service of Legal Notices.

20.12.1 Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

20.12.2 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, by registered post or by first-class post to the relevant party at (in the case of Sisodia Estate Ltd) 71 Green Lane Road, Leicester, LE5 3TP and in case of the landlord at the contact address specified in the confirmation of marketing. Any such notice shall be deemed to have been received:

21.12.2.1 if delivered personally, at the time of delivery;

21.12.2.2 in the case of registered or first-class post, 48 hours from the date of posting.

21.13 Professional Membership. Sisodia Estates Ltd are a member of The Property Redress Scheme ([www.theprs.co.uk](http://www.theprs.co.uk)).

## 21 IF THERE IS A PROBLEM WITH THE SERVICE

21.1 How to tell us about problems. If you have any questions or complaints about the service, please contact your local branch, or write to us at 71 Green Lane Road, Leicester, LE5 3TP.

21.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See below a summary of your key legal rights in relation to the service.

Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if its not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed a time beforehand, it must be carried out with reasonable time.

## 22 COMPLAINTS PROCEDURE

22.1 Should you have any issues with our service which you are unable to resolve with either the negotiator, property manager or branch manager involved you should write to head office 71 Green Lane Road, Leicester, LE5 3TP addressed for the attention of the manager.

22.2 Head office will write and acknowledge receipt of the letter confirming that the issues are being investigated and that you can expect a written detailed response, together with a proposed resolution from the Manager within 15 working days.

22.3 Should you remain dissatisfied, you are entitled to refer the matter to the Property Redress Scheme for review.