



Letting Agents

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INVESTMENT SALES: LETTINGS: MANAGEMENT: MAINTENANCE & DEVELOPMENT

## LANDLORD AGENT AGREEMENT

Thank you for instructing Atterway Ltd. to act on your behalf in marketing your property for rental. Accordingly, we confirm our terms and conditions as detailed on the following pages. Please sign where indicated, thereby accepting these terms, and return to Atterway, retaining a copy for your records.

### Landlord details: Property Address to let:

Name(s) of Landlord(s): \_\_\_\_\_

Landlord's Correspondence Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Mob: \_\_\_\_\_ Email: \_\_\_\_\_

**NB:** If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

**Is the property's leasehold managed by a company? If so please complete their details below:**

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Managing Agent: \_\_\_\_\_

**Which account would you like us to pay the rent to? or N/A Let only Service**

Account Name: \_\_\_\_\_ Bank: \_\_\_\_\_

Sort Code: \_\_\_\_\_ Account No: \_\_\_\_\_

**Tax:**

Please confirm that whilst Atterway is letting your property, you will be resident:

Yes [ ] No [ ]

If you are resident overseas have you applied for self-assessment?

Yes [ ] No [ ]

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**Property Information:**

In order for Atterway to manage your property effectively we would strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

**\*Certificates required before advertising can commence (where applicable):**

- a) Gas Safety Cert [ ]
- b) Electric Cert [ ]
- c) HMO [ ]
- d) EPC [ ]

**Keys and Access:**

a) Landlord provides key sets [ ] (supply Tenant Set **only** if Let Only Service required)

No. of key sets: ..... – Master Set x..... Tenant Set x..... Other Set x.....  
 No. of keys per set: – Master Set x..... Tenant Set x..... Other Set x.....

b) Landlord advises keys held by caretaker Name & Tel No

.....

c) Landlord advises other access

.....

**Landlords Preferred Repair Persons (if any) or N/A or N?A Let only Service.**

..... TEL NO.: .....

..... TEL NO.: .....

..... TEL NO.: .....

**Guarantee/Warranty details for Property (if any) or N/A or N/A Let Only service required**

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.....

**\*Please attach all guarantees, warranties and certificates to this form.\***

## Landlord Agent Terms & Conditions

### 1. Agent

1.1. Atterway Ltd. act as 'Agent' in terms of letting and/or managing this Property.

### 2. LANDLORD OBLIGATIONS

2.1. The Landlord agrees to comply with all his obligations under the Tenancy Agreement.

### 3. OVERSEAS LANDLORDS

3.1. All Landlords residing overseas are advised to use Atterway's Full Management Service.

### 4. LANDLORD & TENANT ACT 1987

4.1. The name and address of any Landlord must be communicated on the Tenancy Agreement. If you have used Atterway's Full Management Service our address will be used for this purpose.

### 5. TENANCY AGREEMENT

5.1. Atterway will normally use an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

5.2. We will ask you for confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, Atterway will sign the Tenancy Agreement and exchange contracts on your behalf, unless otherwise instructed by the Landlord.

### 6. INTRODUCTION OF TENANT

6.1. In the event that Atterway introduces a Tenant who enters into a Agreement to rent the Landlord's Property, commission becomes payable to Atterway.

6.2. The commission fee is payable for any Tenant introduced to the Property by Atterway, whether or not the Tenancy is finalised by Atterway.

6.3. The commission fee is payable throughout the duration of the Tenancy and upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received (hereafter referred to as renewal commission, whether or not negotiated by Atterway).

6.4. The commission fee is charged as a percentage of the total rent paid over the Tenancy period as specified in the Tenancy Agreement, or where the Tenant renews the Agreement, commission will be payable for the same period as the initial Agreement.

6.5. Atterway will deduct the commission fee from each monthly rental payment received over the duration of the Tenancy, including upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received.

### 7. REFERENCES

7.1. Atterway will take reasonable steps to attempt to verify the identity of potential Tenants.

7.2. Atterway will obtain references from previous Landlords and employers on the Tenant(s) wherever possible.

7.3. In circumstances where it is not possible to obtain the above, we will ask for a guarantor covenant and ID of the guarantor (usually where a Tenant is a student).

7.4. Where the Tenant is a Foreign National Atterway may not be able to undertake references or credit checks. In such circumstances Atterway will endeavour to obtain copies of their passport, ID and overseas address and will obtain the Landlord's written or verbal consent beforehand.

7.5. By signing the Tenancy Agreement or otherwise instructing Atterway to proceed with a letting, the Landlord is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Atterway to obtain these.

### 8. RENT COLLECTION

8.1. All rents will be collected on the agreed tenancy date (or nearest working day thereafter).

8.2. Atterway will collect rent in accordance with the terms of the Tenancy Agreement.

8.3. Atterway will use reasonable endeavours to transfer any monies due to the Landlord's bank account by automatic bank transfer within 30 days.

8.4. If rental payments are late for any reason we will forward them within 10 working days of receiving payment.

8.5. If the rent has not been paid Atterway will endeavor to contact the Landlord at the earliest possible opportunity, and will use all reasonable endeavours to recover from the Tenant all rent and monies payable.

8.6. Atterway will not be held responsible for any default in payment by the Tenant.

### 9. DEPOSIT

9.1. A deposit equal to a month's rent (but can be greater than a month's rent) will be taken from the Tenants against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement.

9.2. The deposit will be held in accordance with the terms of the Tenancy Agreement.

9.3. Unless the Tenancy Agreement states otherwise (i.e. if the Landlord has used the Let Only Service) the deposit will be held by Atterway as agent for the Landlord in a Government- authorised tenancy deposit protection schemes subject to the provisions set out below.

9.4. The Landlord will not be entitled to any interest that accrues on the deposit.

9.5. Under the terms of our standard Tenancy Agreement, the deposit is due to be repaid to the Tenant as soon as practicable after the determination of the tenancy (howsoever the same may be determined)

9.6. Atterway as agent for the Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.

### 10. INVENTORY & SCHEDULE OF CONDITION

10.1. Atterway can draw up an Inventory on behalf of the Landlord prior to every letting; this will include the conditions of the Property, its décor (detailing any scuff marks etc.), fittings and furnishings. For an extra cost, However it remains at all times the responsibility of the Landlord to check the accuracy of this Inventory. .

10.2. It is the Tenant's responsibility to complete/check the Inventory at the beginning of the Tenancy (to avoid end of tenancy disputes), sign and return it to Atterway (if the Property is managed by us). However, it must be understood that Atterway cannot enforce this and Tenants are not obliged to sign the Inventory.

### 11. KEYS

11.1. Atterway require a full working set of keys, for the Tenant shown on the Tenancy Agreement and a master set for the office.

11.2. Should the Landlord fail to provide a full working set of keys (as described in clause 11.1) Atterway will undertake to fulfil clause 11.1 at the expense of the Landlord.

### 12. THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1988

12.1. It is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a CORGI registered engineer.

12.2. If Atterway is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

12.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and Atterway have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

**12.4.** The cost inclusive of all charges and Atterway's reasonable administration costs for the CORGI Gas Safety Certificate is £40 that will be debited from the Landlord's account (£15 per gas appliance applied thereafter).

**12.5.** If the Landlord wishes Atterway not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

### **13. THE ELECTRICAL REGULATIONS 1994 EQUIPMENT (SAFETY)**

**13.1.** The Landlord is responsible for ensuring that the electrical installation and all appliances within the Property are maintained in good order and checked for safety by an appropriate registered engineer.

**13.2.** Atterway reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's Expense.

**13.3.** Where the Tenant is remaining in occupation beyond the expiry of the original certificate and Atterway have not received a replacement valid certificate 14 days before the expiry of that original certificate, Atterway reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.

**13.4.** The cost inclusive of all charges and Atterway's reasonable administration costs will be debited from the Landlord's account.

**13.5.** Atterway strongly recommends that a Fire Detection system is fitted within the Property that shall meet all legal requirements as determined by the property type i.e. Grade A or Grade D.

**13.6.** If the Landlord wishes Atterway not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

### **14. THE FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 and THE FIRE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993**

**14.1.** The Landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereinafter referred to as the Regulations). The Landlord declares that all furniture presently in the Property or to be included in a Property to which this Agreement applies, complies in all respects with the Regulations.

**14.2.** The Landlord further warrants that any furniture purchased for the Property after the date of this Agreement will also comply with the Regulations for the duration of the Tenancy.

### **15. ENERGY PERFORMANCE CERTIFICATE (EPC)**

**15.1.** It is the Landlord's responsibility to ensure that the property benefits from a valid Energy Performance Certificate provided by an accredited Domestic Energy Assessor.

**15.2.** If Atterway is not provided with a valid EPC prior to the commencement of the Tenancy, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.

**15.3.** If the Tenant is remaining in occupation beyond the expiry of the original certificate and Atterway have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense

**15.4.** The cost of an EPC inclusive of all charges and Atterway's reasonable administration costs is £65, which will be debited from the Landlord's account.

### **16. HOUSING ACT REGULATIONS 2004**

**16.1.** The Landlord is required to contact the Local Authorities to apply for the appropriate Licence for Houses in Multiple Occupation if the property meets the criteria set out in the Housing Act Regulations 2004.

### **17. TRANSFER OF UTILITIES**

**17.1.** It is the Landlord's responsibility to inform companies that supply to the Property; Atterway will then provide the details to the Tenant(s).

**17.2.** Thereafter it is the Tenant's responsibility to notify any utility companies of the meter readings and change of occupier; Tenant's are also responsible for notifying the local authority of change of occupier.

**17.3.** Atterway will not undertake to fulfill this duty should the Landlord fail to provide the required details and will not be held responsible for any consequences that may result thereof.

### **18. REPAIRS AND MAINTENANCE**

**18.1.** Where applicable, Atterway will attend to the day-to-day minor repairs and maintenance of the Property and its contents up to an estimated value of £200 per job (or other amount to be agreed and stated under Negotiated Terms at the end of this Agreement). We will

contact you for permission to proceed if the cost the work exceeds this amount.

**18.2.** Costs for such repairs and maintenance will be accumulated and invoiced to the Landlord unless we have specifically received written instructions from the Landlord regarding preferred contractors, existing guarantees/warranties or services guarantees (as requested on page 2).

**18.3.** However, in emergencies and where we consider it necessary, we will act to protect the Landlord's interests without initial consultation. The Landlord will be made aware of any such works as soon as is reasonably practicable.

**18.4.** Any maintenance or work arranged by Atterway may include a reasonable charge for our administration costs.

### **19. CONDITION OF THE PROPERTY AND GARDEN**

**19.1.** It is the Tenant's responsibility to maintain the Property and garden during the Tenancy. However, if the Property is found unclean and the garden and grounds are found to be overgrown 5 days prior to letting or if the Tenancy has commenced we then reserve the right to call in independent contractors, at the Landlord's expense.

### **20. RENEWALS AND EXTENSIONS**

**20.1.** Atterway will endeavour to contact both Landlord and Tenant before the end of the Tenancy to negotiate an extension or renewal of the Tenancy, if so required. Atterway will also draw up the appropriate documents for the renewal of the Tenancy for signature by all parties.

**20.2.** A Renewal fee will become due in respect of renewals or new Agreements where any or all of the original Tenants remain in occupation. It will also become due where the incoming Tenant is a person, company or other entity associated or connected with the original Tenant, either personally, or by involvement or connection with any company or other entity with whom the original Tenant is or was involved or connected.

**20.3.** Commission is due whether or not the renewal is negotiated by Atterway (i.e. if Landlord attempts to renew the Tenancy on a private basis).

**20.4.** Atterway will charge a renewal fee equivalent to that which was charged for the original Tenancy.

### **21. CHECK-OUT INSPECTIONS**

**21.1.** Atterway will inspect the Property upon termination of the Agreement. Atterway will prepare any remedial action for the Tenant and Landlord accordingly.

**21.2.** It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or professional Inventory check. Atterway cannot accept responsibility for hidden or latent defects and therefore it is recommended that the Landlord is present so as to verify results of an inspection.

### **22. NOTICE**

**22.1.** Where Atterway is responsible for the Full Management of the Property, we will serve termination notices on your behalf.

### **23. SECTION 21, HOUSING ACT 1988**

**23.1.** Two month's notice (to end on a period date) must be served upon the Tenants if you wish to determine the Tenancy at the end of the term. Atterway will serve notice on the Tenants on your behalf if instructed to do so.

**23.2.** Atterway may terminate this appointment in the event of any breach by the Landlord by act or omission on the Landlord's part.

## **24. PROPERTY WITHDRAWAL**

**24.1.** If the Landlord withdraws the Property once a Tenant has been found but before the Tenancy commences, there will be a charge of £150 payable by the Landlord.

**24.2.** The Landlord may not withdraw the Property during an ongoing Tenancy, unless all parties are in agreement.

**24.3.** The Landlord may only withdraw the Property during an ongoing Tenancy provided that two months written notice shall be received and approved by Atterway, prior to an agreed withdrawal date. The Landlord will also be liable to pay to Atterway all remaining management charges to the end of the Tenancy.

## **25. COMMISSION AND INTEREST**

**25.1.** The Landlord agrees that, where any commission, interest or other income earned by Atterway whilst carrying out our duties as agent of letting and/or management of the Property (for example by referrals to contractors or subcontractors) will be retained by Atterway.

**25.2.** Where a management percentage is not charged and/or the rent received from the Tenant is inclusive of bills, any amount Atterway receives above the agreed amount paid to the Landlord is recognised as Managing Agent fees and/or tenants' bills (if Tenant rent received is bills inclusive).

## **26. SALE OF PROPERTY TO TENANT**

**26.1.** In the event that the Tenant, occupant or licensee of the Property enters into an Agreement with the Owner/ Landlord to purchase the Property, a commission of 1% of the purchase price becomes payable by the Owner/ Landlord to Atterway when contracts for the sale of the Property are exchanged.

**26.2.** Atterway's fees remain the responsibility of the original Landlord for the duration of the Tenancy.

## **27. SALE OF PROPERTY BY LANDLORD**

**27.1.** Where a Property is sold, transferred or otherwise dealt with, with the benefit of a Tenancy Atterway's fees remain the responsibility of the original Landlord for the duration of the Tenancy and for any extensions or renewals and this applies both to a current and pending Tenancy.

## **28. INDEMNITY**

**28.1.** The Landlord undertakes to keep Atterway fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

## **29. TAX**

**29.1.** It is the Landlord's responsibility to declare all rental income to the Inland Revenue if he resides in the United Kingdom. We do not accept any responsibility for Income Tax derived from letting of the Property.

**29.2.** Atterway is legally obliged to file a tax return stating names and addresses of our clients if requested by the Inland Revenue.

**29.3.** If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

**29.4.** If you are an overseas Landlord we are required to deduct an amount equivalent to tax at base rate. However if we have prior written authorisation by the Inland Revenue, we will be able to release rent to you gross of tax.

## **30. OVERSEAS LANDLORDS –INCOME AND CORPORATION TAXES ACT 1988 and TAXATION OF INCOME FROM LAND (NON- RESIDENTS) REGULATIONS 1995 (FINANCE ACT 1995)**

**30.1.** While a Landlord may be considered non-resident for tax purposes, he still has to pay United Kingdom income tax arising from rents received in this country

**30.2.** Unless exemption is received from the Inland Revenue allowing the Landlord to account for tax himself under the self-assessment regime, Atterway is obliged to deduct tax at the appropriate rate from rents received and account to the Inland Revenue for these monies on a quarterly basis.

**30.3.** The Landlord is responsible for obtaining his own exemption. It should be noted that exemptions are not transferable between agents. No interest is paid to Landlords on tax retentions held by Atterway.

**30.4.** Where a Landlord is considered non-resident for taxation purposes and is not in possession of an exemption from the Inland Revenue, a reasonable charge will be made for the work carried out in submitting quarterly returns, for annual returns and the preparation of final certificates.

## **31. AMENDMENTS/VARIATIONS**

**31.1.** This Agreement constitutes the entire agreement between Atterway and the Landlord and supersedes all prior Agreements, understandings, representations or communications between the

parties.

**31.2.** Any matters that have been verbally discussed and agreed by both Atterway and the Landlord must be stated under Negotiated Terms at the end of this Agreement.

## **32. TERMINATION OF CONTRACTUAL RELATIONSHIP**

**32.1.** Atterway reserve the right to terminate our contractual relationship by giving 2 months written notice.

**32.2.** The Landlord cannot terminate this contractual relationship whilst the Property is let by a Tenant supplied by Atterway (unless clause 23.2 applies).

## **33. PERMISSIONS AND CONSENTS**

**33.1.** The Landlord warrants that consent to let from his mortgage lenders has been obtained and has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the Property and its contents to cover the changed circumstances, and

**33.2.** Where he is a joint Owner, he has ensured that all the Owners are named in the Tenancy Agreement and that he is authorised to give instructions on their behalf.

## **34. INSURANCE**

**34.1.** It is the Landlord's responsibility to inform his insurance company that the Property is to be let, and to ensure he has adequate insurance cover for both the building and his contents.

**34.2.** Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. Under this Act Atterway is unable to arrange insurance on the Landlord's behalf, to notify his insurers of claims or to complete documentation relating to those claims.

**34.3.** Atterway will notify the Landlord where damage to the Property has resulted from an insured risk, and will provide the Landlord with the information that is needed in order to make a claim.

## **35. DEALING WITH THIRD PARTIES**

**35.1.** Atterway will liaise where necessary with the Landlord's accountants, solicitors, superior Landlords, managing agents and mortgage lenders.

## **36. LEGAL PROCEEDINGS**

**36.1.** Atterway is not responsible for any professional legal proceedings for the recovery of rent or repossession of the Property.

**36.2.** Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £250 per day, or part thereof.

## **37. ARBITRATION**

**37.1.** If any disagreement occurs between the Landlord and Tenant we will act as independent mediators. If this is unsuccessful then we would advise both parties to resolve the matter by independent arbitration, for which both parties are borne equal for cost of the arbitrator.

## **38. INDEMNITY**

**38.1.** The Landlord agrees to indemnify Atterway as Agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the Landlord's behalf in pursuit of our normal duties.

## **39. ATTERWAY LIABILITY**

**39.1.** Our liability is limited to 1 months rent if any financial loss should occur from Atterway dealing with the Property.

**39.2.** The Landlord is liable for costs incurred by Atterway acting as Agents on the Landlords behalf.



**Full Property Management Service**

Our fee for the Full Property Management Service is .....% of the total amount of rent paid over the Tenancy period in total.

There is a Management Set-Up Fee of £..... (used for: advertising, marketing, preparation of Inventory and Tenancy Agreement) Landlords who do not wish to take up Atterway Property Management Service must tick below and complete the requested information for the Let Only Service

**Opting out of Full Property Management Service (Let Only Service)**

Our fee for the Let Only Service (including first months rent collection) is ..... as stated in the tenancy agreement. Opting for our Let Only Service will enforce the following affidavit (please complete):

I/we confirm that all non-related managed clauses of the Terms and Conditions shall not apply and that I/we will take full responsibility for all aspects of the management of the above Property, for registering the deposit with a Government- authorised tenancy deposit protection schemes and will not receive the following services from Atterway:

- Rent Collection Service • Assisting in Serving of notices • Check out of Tenants
- Register Deposit with Government authorised scheme • Arranging repairs & maintenance • Key-holding Service • Tenant Inventory

**Tenant Find Only Information:**

My 24 hour emergency contact number is:

\_\_\_\_\_ On occasions when I am/ we are unavailable (e.g. on holiday or abroad), the following person should be contacted: Contact Name(s):

\_\_\_\_\_ Contact Number(s):

**Please note that ATTERWAY is required to provide this information to your Tenant.**

**DECLARATION**

I/we declare that I am/we are the sole/joint Owner(s) of the freehold/leasehold Property as stated above and that prior to the commencement of the Tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the Property, comply (if appropriate) with the provisions of the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the Property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and the Housing Act Regulations 2004 (for houses in Multiple Occupation) .

**I/we have read and understood the terms and conditions as set out in clauses 1 to 41 and I/we accept that in signing this document I am/we are bound by its entire contents.**

**SIGNATURE:** \_\_\_\_\_ **(Landlords/s) DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **(Landlord/s) DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **(Atterway) DATE:** \_\_\_\_\_