

Coopers Residential

Terms of Business for Lettings

The Landlord and Coopers Agreement

This Agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord. You will be bound by this Agreement as soon as you sign and return it to us.

Commission Fees payable to Coopers Lettings

In return for our Services, you will pay Coopers a Commission Fee which will be based on the Commission Rates set out in this Agreement.

You will be liable to pay Coopers Commission Fees for the initial period of the Tenancy and ALSO for the whole length of time that the Tenant introduced by us remain in occupation of the Property, whether under a new Tenancy Agreement or by the original Tenancy Agreement being extended or the Tenancy continuing as a Periodic Tenancy (all of these being renewals).

You will be liable to pay Coopers Lettings Renewal Commission fees whether or not any renewal is negotiated by Coopers Lettings and even if you do not require Coopers to perform any additional services over and above the introduction of a tenant.

Where there is more than one Tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

Coopers will provide your chosen service for the minimum term of the initial Tenancy Agreement. Should you decide to terminate either Service in this agreement after this time you will be required to serve us 1 months' notice in writing. In the event of such notice being given, the Commission Fee for our Standard Lettings Service will still be payable in connection to any renewals, extensions or period of holding over by the Tenant introduced by Coopers.

All commissions at the relevant contractual rate for the Property during the whole period of occupation by the Tenant remains payable by you even if you sell the property. By written agreement with us, this liability may be assigned to that third party, who assumes the obligation to pay our ongoing Commission Fee and you may then be released in writing by us from further liability.

If you sell the freehold or long leasehold interest in the Property to the Tenant introduced by Coopers a Commission Fee of 1.5% of the sales price plus VAT is payable to Coopers on completion of the sale.

1. Summary of Services and Fees

1.1 Standard Lettings Service (10%plus VAT)

1.1.1 Coopers Commission Fee for this service is 10% of the total Rent payable for the initial term plus VAT and is to be deducted from the monthly Rent received by us or by you within 14 days of invoice from us.

1.1.2 In the event that the Tenant introduced by us remains in occupation of the Property after the expiry of the initial fixed term (whether on a new Tenancy, extended tenancy or a periodic tenancy) you are liable to pay us further commission of 10% of all Rents payable by the Tenant for the whole period of occupation plus VAT.

1.1.3 Commission is due, in advance to reflect the length of any new, extended or periodic Tenancy and payable from Rent/s received or by you with 14 days of invoice from us.

1.1.4 In providing our Standard Lettings Service, Coopers will:

1.1.5 Visit the Property and advise on Rent and marketing strategy.

1.1.6 Carry out photography and market your Property.

1.1.7 Erect a To Let Board at the Property.

1.1.8 Inform suitable applicants from our database of the Property.

1.1.9 Accompany prospective Tenants to view the Property.

1.1.10 Negotiate offers received for the Property and submit any offers

received to you.

1.1.11 Take up references through a referencing agency where appropriate. On signing the Tenancy Agreement you confirm that the reference process carried out was acceptable to you.

1.1.12 Prepare and submit a Tenancy Agreement to you (please note 2.1.2).

1.1.13 Collect and hold the Deposit as Stakeholder in a client deposit account.

1.1.14 Collect the initial payment of Rent prior to commencement of the Tenancy.

1.1.15 Register the Tenancy with the Tenancy Deposit Scheme where appropriate (see note 2.2.1).

1.1.16 Receive the rental payments.

1.1.17 Prepare statements on receipt of the Rent and pay the net amount to the Landlord within 3 working days.

1.1.18 Bank transfers will be made to the bank details provided in these terms and conditions, Landlords should allow for the delay between the Rent due date and the date that they will receive the monies from Coopers.

1.1.19 Operate the Rent arrears process after 3 working days after the Rent due date. This service does not include taking legal action against the Tenant for non-payment of Rent.

1.2 Coopers Management Service (12% plus VAT)

- 1.2.1** Coopers Commission Fee for this service is 12% of the total Rent payable for the initial term plus VAT and is to be deducted from the monthly Rent received by us or by you within 14 days of invoice from us.
- 1.2.2** In the event that the Tenant introduced by us remains in occupation of the Property after the expiry of the initial fixed term (whether on a new Tenancy, extended Tenancy or a periodic Tenancy) you are liable to pay us further commission of 12% of all Rents payable by the Tenant for the whole period of occupation plus VAT
- 1.2.3** Commission is due, in advance to reflect the length of any new, extended or periodic Tenancy and payable from Rent/s received or by you within 14 days of invoice from us.
- 1.2.4** In providing the Coopers Management Service, and in addition to the services described in paragraphs 1.1 Coopers will:
- 1.2.5** Administer any repairs or maintenance work that is required on the Property, using the skills of an appropriate tradesman. Coopers has the authority to spend up to £200 plus VAT on reasonable repairs and maintenance without prior reference to the Landlord. Expenditure that is in excess of this amount will normally require the consent of the Landlord although it is agreed that in an emergency or following reasonable efforts to contact the Landlord, Coopers may reasonably exceed this limit.
- 1.2.6** Not administer maintenance issues that would reasonably be regarded as the responsibility of the Landlord's freeholder.
- 1.2.7** Pay from Rent received such outgoings as ground rent, insurance premiums, service charges and other maintenance costs relating to the Property subject to Coopers holding sufficient funds.
- 1.2.8** Notify the electricity, gas and water companies when there is a change of Tenant. Landlords will need to pay these service providers for any void period between Tenancies. We will also need to provide the suppliers with the previous occupiers' new address and meter readings.
- 1.2.9** Notify the Local Authority of the change of Occupant for the purposes of Council Tax liability
- 1.2.10** Instruct, at your expense, an independent Inventory Clerk to prepare an Inventory prior to the commencement of the Tenancy (see note 2.7)
- 1.2.11** Arrange for an annual Gas Safety Certificate to be made by a Gas Safe registered engineer, at your expense (£75.00 plus VAT) and provide a copy to the Tenant.
- 1.2.12** Investigate matters relating to the Property which come to Coopers notice or which are brought to Coopers attention by the Tenant.
- 1.2.13** Advise you on any damages and compensation which may be due from the Tenant at the end of the Tenancy according to the Inventory Check Out report and, subject to having sufficient funds, organise repairs and carry these out. N.B this service is dependent on the Landlord having an independent check out report. (Based on the Independent Check In Report at the start of the Tenancy)

- 1.2.14** If compensation appears due to the Landlord then to write to both you and the Tenant setting out the claim and to liaise between the parties and if appropriate make a deduction from the Deposit held (please note section on deposits).
- 1.2.15** Retain the right to refer the matter to the Tenancy Deposit Scheme for adjudication should Coopers not be able to reach an agreement with both parties on what amount is to be deducted from the dilapidations Deposit.
- 1.2.16** Our Management Service only applies while the Property is let and occupied.
- 1.2.17** Coopers is not responsible for explaining to Tenants how any appliances or equipment in the Property works. You are responsible for providing all manuals and working instructions that the Tenant may require to operate these.

2. Additional Services and Charges

2.1 Tenancy Agreements

- 2.1.1** An appropriate and comprehensive Tenancy Agreement will be needed to set out the rights and obligations of both parties. Where the Tenant is an individual you will need to have regard to the Unfair Contract Term Regulations 1999 and guidelines prepared by the Office of Fair Trading which states that any clause in a contract which is unfair to the Tenant could be void.
- 2.1.2** We have consulted solicitors who are specialists in this field and can provide you with a comprehensive Tenancy Agreement for which there will be a separate annual charge of £75.00 plus VAT.
- 2.1.3** Our policy is to only use Coopers Tenancy Agreement but if you chose to

use your own Tenancy Agreement or accept any Agreement other than ours then any negotiations will be charged at £120 per hour plus VAT.

- 2.1.4** If the Tenant or Tenant's agent provides their own Tenancy Agreement, we do not accept any responsibility for the terms contained in it. You should instruct a solicitor to prepare and complete this Tenancy Agreement at your own cost.

2.2 Tenancy Deposit Scheme

- 2.2.1** An additional annual fee of £50 plus VAT will be charged to Landlords for the membership, administration and additional insurance and banking requirements necessary to comply with the Tenancy Deposit Scheme (The Dispute Service). If you are already a member of one of the Tenancy Deposit Scheme Protection Services and are authorised to legitimately hold the Tenants security Deposit then please advise us of this.
- 2.2.2** At the end of the Tenancy both Landlord and Tenant must agree on any Deposit deductions within ten working days of the Tenancy being terminated. Should either party wish to dispute any deductions, the undisputed portion of the Deposit will be released to the Tenant or Landlord in line with any agreement reached. The Agent/Landlord or Tenant can instigate a dispute by completing the Notification of Dispute form and submitting it to the Independent Case Examiner.
- 2.2.3** Should we manage the Property we will co-ordinate the above process on behalf of our Landlord.
- 2.2.4** Should we not manage the property it is the Landlord's responsibility to contact the Tenant prior to the end of the Tenancy to arrange to collect keys, take meter readings, inspect the property and agree with the Tenants

the distribution of the Dilapidations Deposit. Please refer to the Tenancy Agreement regarding the procedure for the Deposit. Once this meeting has taken place it is the Landlord and Tenants duty to contact Coopers to inform us of the return of the Deposit.

- 2.2.5** If you have selected our Standard Lettings Service and you would like Coopers to handle the Deposit return process and liaise with the Tenant then we can do so for £250.00 plus VAT. This option is only available if Coopers have organised the Inventory Check Out through Hinch Inventories.

2.3 Serving of Notices

- 2.3.1** The Landlord must provide at least 10 weeks written notice to Coopers if they wish to end the Tenancy either at the end of the fixed term, or any extension thereof, or according to the break clause. Coopers cannot be held liable for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve any notice yourself.
- 2.3.2** After receiving written notice from the Landlord, Coopers will serve the Tenant two months' notice (Section 21) in order to regain possession. Should Coopers not manage the Property there will be a fee of £90.00 plus VAT which is payable in advance of the notice being served.
- 2.3.3** From time to time a Tenant will fail to comply with a notice and you will need to commence County Court proceedings to obtain a possession order. We can put you in touch with solicitors who are specialists in this field.

2.4 Rent Protection and Legal Expenses Cover

- 2.4.1** If instructed, we can arrange for an insurance policy which covers loss of rent and legal expenses. This is

provided through our partnership with Endsleigh Insurance Services, or Home let via defaqto insurance, for more details please contact our offices.

2.5 Pro Rata Refunds & Abortive Costs

- 2.5.1** If the Tenancy is terminated before its full term, Coopers will refund commission paid by the Landlord on a pro rata basis subject to a minimum fee of £400.00. The refund is only payable where the property is re-let by Coopers and is paid once the new letting undertaken by Coopers has commenced. Where the Landlord terminates the Tenancy before the full term or does not comply with their obligations under the Tenancy Agreement, no refund is payable.
- 2.5.2** If Coopers agree the basic terms of a Tenancy with the Landlord and Coopers are instructed to proceed with the formalities, should the Landlord withdraw from the transaction, then the Landlord will be liable for Coopers abortive fee of £400 plus VAT. The Landlord shall not be responsible for the abortive fee if the references on the proposed Tenant prove to be unsuitable or if the Tenant withdraws from the transaction prior to completion.

2.6 Taxation of Non Resident Landlords

- 2.6.1** Under the Finance Act 1995 Landlords must apply for an exemption certificate to be issued to the Agent permitting Rent to be paid to the Landlord without the deduction of tax. Only the Landlord can make the application which, if granted, will be issued directly to Coopers Lettings. Application forms may be obtained from Coopers Lettings upon request. Non Resident Landlords (NRL) are persons who have UK rental income and whose "usual place of abode" is outside the UK (six months or more).

2.6.2 Until an exemption certificate is received Coopers Lettings are legally obliged to withhold tax at the basic rate from the net rental income. Where Coopers Lettings do not collect the Rent on the Landlords behalf, Landlords have a duty of care to advise their Tenants to make this deduction. Where the Property is jointly owned by two or more Landlords (i.e. husband and wife) separate approval must be provided. Approval letters can take several weeks to be returned to us by the Inland Revenue so it is advisable that these are completed at the earliest opportunity.

2.6.3 If Coopers are required to retain tax an administration fee of £50.00 plus VAT will be levied each quarter for the administration work which is needed in liaising with the Inland Revenue. This entails sending the monies to the revenue with documentation and issuing the Landlord with a certificate at the end of the tax year.

2.7 Inventory

2.7.1 An Independent Inventory is now essential when letting out your Property as without this and with the introduction of the Tenancy Deposit Scheme it will be highly unlikely that you will be able to deduct monies from the Dilapidations Deposit at the end of the Tenancy should there be any damages. We use an Independent Inventory company and their costs for compiling an Inventory are set out in the Declaration section. Coopers accepts no liability for any error or omission on their part.

2.7.2 The cost of the Inventory check out report at the end of the Tenancy will be charged to the Tenant unless otherwise stated.

2.7.3 Should an independent Inventory not be compiled Coopers will be unable to negotiate damages from the Deposit at the end of the Tenancy.

3. Prior to Letting

3.1 Gas Safety

3.1.1 The regulations state that all gas appliances, pipework and flues must be checked annually by a registered engineer to ensure they are safe. At the commencement of any tenancy, a copy of a current Gas Safety Certificate must be provided to the Tenant. Annual checks are required thereafter and a new Gas Safety Certificate must be provided to the Tenant within 28 days of expiry of the previous one.

3.1.2 Records should be retained for a period of two years from the date of the check and made available for inspection upon request. Failure to comply with the Gas Safety Regulations could result in imprisonment and/or a fine.

3.1.3 Coopers Lettings can arrange for a Landlord Gas Safety Certificate to be carried out for £75.00 plus VAT. A current Gas Safety Certificate must be in place and provided to Coopers before the Tenancy commences.

3.2 Furniture and Furnishings (Fire) (Safety) Regulations 1998 (amended 1993)

3.2.1 It is an offence to let out a Property containing furniture and furnishings that do not comply with these regulations. If a Property is found not to comply, the Landlord could face up to six months imprisonment and/or a fine of up to £5000.

3.2.2 These regulations apply generally to all upholstery, upholstered furniture, loose fittings and permanent and loose covers. They do not apply to original furniture manufactured before 1950 unless that furniture has been subsequently refurbished or reupholstered with materials manufactured after 1950.

3.2.3 In signing these terms and conditions the Landlord warrants that all furniture at the Property, together with any added by the Landlord during the Tenancy, complies with the safety regulations.

3.3 Electrical Equipment (Safety) Regulations 1994

3.3.1 The regulations require that all electrical equipment supplied is “safe” as defined in the Act. The Landlord has a duty of care to ensure that the regulations are adhered to. You are responsible for providing instruction books for all items of electrical equipment for your Tenant and will be responsible for ensuring that all electrical appliances within the Premises comply with the above Regulations.

3.3.2 At present the regulations do not define ‘regular’ checks however basic checks should be carried out by the Landlord to ensure: no worn or frayed cables or leads, no visible or accessible wiring, no live parts accessible, correctly fused plugs fitted to all appliances.

3.3.3 In order to meet these requirements the electrical supply and all electrical appliances must be tested by a competent person such as an NICEIC qualified electrician. Unless Coopers are instructed to organise for a qualified electrician to carry out the above then Coopers cannot be held responsible for failing to comply with the regulations and the Landlord indemnifies Coopers against responsibility.

3.3.4 Failure to comply with the Electrical Regulations may constitute a criminal offence under the Consumer Protection Act 1987 that carries a maximum penalty of a £5000 fine and/or six months imprisonment.

3.4 Energy Performance Certificate (EPC)

3.4.1 All rental properties in England are required to have an Energy Performance Certificate (EPC) prepared by an accredited Energy Assessor before a Property can be marketed for Let. The energy efficiency and environmental impact of your Property will be rated on a scale from A-G (where A is the most efficient and G is the least efficient). Current running costs for heating, hot water and lighting will be shown on the certificate, together with a list of recommended energy saving improvements.

3.4.2 Once obtained, a certificate remains valid for up to 10 years. If a valid EPC still exists when changing tenants no new certificate is required. Coopers can arrange for this to be organised on your behalf at a cost of £90.00.

3.5 Smoke Detectors

3.5.1 All properties built after June 1992 are required to have mains operated smoke alarms on each floor. Older buildings are also required to have working smoke alarms on each floor of the property although by law these don’t have to be mains operated. We also recommend providing carbon monoxide detectors in any property that is to be let. Carbon monoxide detectors are mandatory in high risk rooms such as those where a solid fuel heating system is installed. Coopers can arrange for these to be installed on request and subject to cost.

3.6 Legionnaires Disease

3.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 ‘The Control of Legionella Bacteria in Water Systems’ at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk

assessment and, if necessary, making any required changes to the water system of the Premises. By signing these Terms and Conditions the Landlord acknowledges responsibility for the safety of the Tenant at the Property, confirms all risks regarding Legionnaires Disease have been considered and indemnifies Coopers against responsibility.

3.7 Building and Contents Insurance

3.7.1 It is essential that the Premises and contents included in the Property are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains vacant for a period greater than specified in your insurance policy. Coopers have a partnership with Endsleigh Insurance Services and we can arrange for a quote on your behalf.

3.8 Mortgages

3.8.1 Where the Property to be let is subject to a mortgage, permission is normally required from the mortgage company to sub-let the Property. We strongly advise that you obtain your mortgagee's permission to sub-let (if required), in principle, at the earliest date, rather than applying for this when the Tenant is found.

3.9 Sub Letting

3.9.1 If you are a Tenant or a lessee you will normally require the consent from your Superior Landlord/Freeholder or their Managing Agent before you can sub-let the Premises.

3.10 Houses in Multiple Occupation (HMO) – Housing Act 2004

3.10.1 The Landlord's Property will require a mandatory licence if it comprises three or more stories and has five or more occupiers who do not form one household and who share kitchen or bathroom facilities. It is the Landlord's responsibility to obtain a licence and to comply with any conditions imposed by the local authority when granting it.

3.10.2 Local authorities can enforce discretionary licencing and it is the Landlord's responsibility to check whether the Property is subject to discretionary licencing. If the Property requires a licence it is the Landlord's responsibility to obtain and pay for one.

4. General Conditions

4.1 Maintenance of the Premises

4.1.1 Sections 11 to 16 of the Landlord and Tenant Act 1985 state that you must:

4.1.2 Keep the structure (including the drains, gutters and down pipes) and the exterior of the Premises in good order and repair.

4.1.3 Keep the appliances for supply of gas, electricity and water in good repair.

4.1.4 Keep the appliances for supply of space heating and water heating in repair.

4.1.5 Keep the sanitary appliances in repair.

4.2 Redirection of Mail

4.2.1 Coopers do not accept any responsibility for forwarding mail addressed to the Landlord or current/previous Tenants. If required the Landlord should arrange a postal redirection service through the Royal Mail.

4.3 Keys

4.3.1 A full set of keys must be provided for each Tenant named on the Tenancy Agreement.

4.3.2 Coopers Lettings must be provided with a spare set of keys if the Property is to be managed.

4.4.3 If we are not provided with a set of keys when managing the Property Coopers will get a set cut and charge your account.

4.4 Preliminary Deposit

4.4.1 A preliminary deposit (not to be confused with the “Deposit”) is requested from all Tenants prior to processing their application/ applying for references etc. In the unlikely event of an abortive transaction these monies are used to offset Coopers Lettings administrative expense and reference applications.

4.5 Legal Proceedings

4.5.1 Coopers are not responsible for any legal steps for recovery or repossession of the Property. Appearance before any Court or Tribunal will be by special arrangement and a fee for such attendance will be required. Coopers Lettings will not accept service of legal proceedings on the Landlord’s behalf.

4.6 Exclusion of Liability

4.6.1 Coopers Lettings will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.

4.7 Rent Arrears/Breaches of Covenant

4.7.1 It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover

arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursement incurred including legal costs will be payable by the Landlord.

4.8 Renewal

4.8.1 Around two months prior to the expiry of any fixed term contract we will contact the Tenant to enquire whether they would like to extend the Tenancy. If their intension is to do so we will contact the Landlord regarding the extension and discuss a proposed Rent that reflects the current market value. We will then confirm these details with the Tenant and send the new Tenancy Agreement to both the Landlord and the Tenant for signature.

4.8.2 The Commission Fee for the Standard Lettings Service or Management Service will be charged in the form of Renewal Commission for any renewal, extension or of holding over of the Tenancy, whether on a fixed term or periodic basis, irrespective of whether or not Coopers have negotiated the renewal, extension or period of holding over.

4.9 Proof of Ownership

4.9.1 Under the Money Laundering Regulations 2007 and Proceeds of Crime Act 2002 Coopers are required to ‘know your client’. If the Landlord’s unable to provide proof of the Landlord’s ownership of the Property Coopers will be happy to contact the Land Registry for the information on the Landlord’s behalf, at a charge of £10 plus VAT per application. Coopers also needs to see a Current Passport/ Photo Card Driving Licence and a recent Bank Statement/Household Utility Bill as evidence of the Landlord’s identity.

4.10 Commission & Interest

4.10.1 Any commission, interest or other income earned by Coopers while carrying out our duties as agent for the letting and or management of the Property, for example by referrals to contractors or inventory clerks, will be retained by Coopers.

4.11 Landlords Email Instructions

4.11.1 Should the Landlord email Coopers confirming that they are happy for Coopers to sign these Terms and Conditions and or the Tenancy Agreement on their behalf then the Landlord agrees to be bound by these documents.

4.12 Head Lease

4.12.1 Should the Property be Leasehold then the Landlord should provide a copy of the Superior Lease to the Tenant in order for them to comply with all obligations as set out in this document.

4.13 Sole Agency

4.13.1 Where we have agreed to act as your sole agent this will be for a period of 8 weeks from the date of our agreement. This will mean that you will not instruct another agent to let the Property during this period.

4.13.2 Coopers will be appointed by the Landlord as sole agent to remarket the property during the last 2 months of the Tenancy Agreement for the purpose of re-letting the Property.

5. Tenancy Deposit Protection

5.1.1 Coopers is a member of the Tenancy Deposit Scheme which is administered by the Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN.
T: 0845 226 7837,
web www.thedisputeservice.co.uk,
email: deposits@tds.gb.com,
Fax: 01442 253 193

5.1.2 If Coopers are instructed by the Landlord to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

5.1.3 Coopers holds Tenancy Deposits as Stakeholder.

5.1.4 At the end of the Tenancy covered by the Tenancy Deposit Scheme if there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

5.1.5 If, after 10 working days following notification of a dispute to the Agent/ Member and reasonable attempts having been made in that time to resolve any difference of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication (subject to the paragraph below). All parties agree to co-operate with any adjudication.

5.1.6 The statutory right of either you or the Tenant(s) to take legal action against the other party remains unaffected.

5.1.7 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE is final and binding.

5.1.8 If there is a dispute Coopers must remit to the Dispute Service Ltd the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the Deposit and discipline Coopers.

5.1.9 Coopers must co-operate with the ICE in adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

5.2 Dealing with disputes from non ASTs: ICE may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute.
- Disputes will be subject to a fee of £500 + VAT, or 10% of the Deposit + VAT, whichever is the greater.
- The resolution process will not start until the parties consent, the disputed amount and the fee have been submitted.

5.2.1 The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

5.2.2 If you decide to hold the Deposit, we will transfer it to you within 5 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 25 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so

the Tenant can take legal action against you in the County Court. The Court can make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of between one and three times the amount of the Deposit.

5.2.3 If a Landlord fails to meet the initial requirement to protect the Deposit, no Section 21 Notice can be served until either the Landlord returns the Deposit to the Tenant in full or with such deductions as the Tenant agrees; or if the Tenant has taken proceedings against the Landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the Deposit or a fine not more than three times the value of the Deposit).

5.2.4 Tenants can make an application to a County Court for a penalty award even where the Tenancy has ended, and can do so for up to six years.

5.2.5 Coopers have no liability for any loss suffered if you fail to comply.

6. Definitions and Interpretations

6.1.1 Agent is Coopers Lettings Ltd

6.1.2 Coopers shall mean Coopers Lettings Ltd

6.1.3 Deposit means Dilapidations Deposit which is paid by the Tenant and is held against any damage to the Property during the Tenancy. The Dilapidations Deposit is normally the equivalent of one and a half month's rent. Possible deductions that can be made from the Deposit are set out in the Tenancy Agreement.

- 6.1.4** ICE means the Independent Case Examiner of the Dispute Service Limited
- 6.1.5** Landlord includes anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- 6.1.6** Member means Coopers Lettings is a member of the Tenancy Deposit Scheme.
- 6.1.7** Stakeholder means that Coopers Lettings acts as an independent third party in the holding of the deposit, and aims to deal with both parties fairly and correctly. The Agent may only make deductions from the deposit in respect of dilapidations, rent arrears or in other situations specified in the Tenancy Agreement.
- 6.1.8** Property means the residential Property identified by you for Coopers to provide a Service.
- 6.1.9** Tenant shall mean any individual/s, firm or company named as Tenant in the Tenancy Agreement.
- 6.1.10** Commission Fee meaning the fee payable by the Landlord to Coopers in return for Services relating to any periods for which Rent is payable under a Tenancy Agreement, this also includes renewal, extension or holding over whether by a Tenant or Permitted Occupant.
- 6.1.11** Renewal Commission means the Commission Fee payable to Coopers in the event of renewal, extension or holding over whether by a Tenant or Permitted Occupant. This Commission Fee is payable by the Landlord.
- 6.1.12** Terms of business meaning that these Terms and Conditions will be legally binding between Landlord and Coopers once the declaration is signed and returned.

7. Company Information

7.1 Coopers Lettings trades as a LTD company. Coopers Registered Address is: Solo House, London Road, The Courtyard, Horsham, West Sussex, RH12 1AT. VAT number 853 9317 03.

7.2 ARLA

7.2.1 Coopers are members of ARLA, (The Association of Residential Lettings Agent). ARLA is the only professional self-regulating body to be solely concerned with Lettings. Being a licenced member of ARLA means we adhere to follow a strict code of conduct regarding our practising methods and client accounting.

7.3 Property Ombudsman

7.3.1 Coopers are members of the Property Ombudsman Scheme for Letting Agents (TPO) and follow their Code of Practice. In line with this we have a formal complaints procedure. Please contact our offices to request a copy of this.

Our Services

Coopers offer two different services which means that all our Landlords are catered for depending on their circumstances.

Service Menu

	Full Management	Standard Letting
Market Advice & Marketing Strategy	✓	✓
Comprehensive Marketing	✓	✓
Accompanied Viewings	✓	✓
Negotiation of Tenancy	✓	✓
Tenant Referencing	✓	✓
Organise initial Gas Safety Certificate & EPC	✓	✓
Arrange Inventory	✓	✓
Organise Legionella Assessment	✓	✓
Rent Collection	✓	✓
Provide Monthly Statements	✓	✓
Transfer of Utilities	✓	✗
Key Holding	✓	✗
Arrange Repairs & Maintenance	✓	✗
Payment of outgoings	✓	✗
Managing the Check Out Process	✓	✗
Advising on Deposit Deductions	✓	✗

Declaration

1. Coopers Service Levels (Tick as appropriate)

I/We confirm that I/We have read and understood the Terms and Conditions and wish Coopers Lettings to undertake:

Standard Letting Service at 10% +VAT deducted monthly from gross rent received

Management Service at 12% +VAT deducted monthly from gross rent received

Sole Agency (8 weeks)

2. Overseas Landlords

Are you a resident overseas? (6 months or more outside of the UK) Yes / No

If overseas please provide date that you left the UK _____

3. Management Opt Out Clause

I/We confirm that I/We will take full responsibility for all aspects of the management of the above property and will not receive the following services from Coopers:

Arranging repairs & maintenance, deposit disbursements, transfer of utilities, key-holding service, payment of outgoings, deposit negotiations

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:

Name: _____ 24 hour emergency contact number: _____

4. Property/Tenancy Information

Please complete the following:

Inventory required (See price list below) Yes / No

Energy Performance Certificate required (£90.00) Yes / No

Gas Safety Certificate required (£75.00 plus VAT) Yes / No

Legionella's Assessment required (£75.00 plus VAT) Yes / No

Rent Protection & Legal Expenses Warranty @ 2% of the monthly Rent plus VAT Yes / No

Coopers to hold Dilapidations Deposit under the TDS Yes / No

If no please state which Deposit Scheme you are protecting under _____
and Registration Number _____

5. Inventory Price List

Bedrooms	Un-Furnished	Furnished
Studio	£85.00	£90.00
1 bed	£90.00	£100.00
2 bed	£100.00	£110.00
3 bed	£110.00	£120.00
4 bed	£130.00	£145.00
5 bed	£150.00	£165.00

The above prices are subject to VAT at the current rate.

6. Your Details

Landlord(s) full name(s) _____

Correspondence Address _____

Contact Telephone Numbers: Day _____ Evening _____

Email Addresses _____

I/We can confirm that I/We are the sole / joint owners of the Property known as:

Address of Property _____

7. Bank Details

Bank Name _____

Address _____

Sort Code _____ Account Number _____

In the name of _____

8. Declaration

I/We accept that in signing this document I/We are bound by its entire contents.

Signed

Landlord(s) signature _____

Print name(s) _____

Date _____