

## 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.

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

Whichever Rent Collection or Management Service you opt for Coopers will provide this service for the minimum term of the initial Tenancy Agreement. Should you decide to terminate the Rent Collection or Management Service after this time you will be required to serve us 1 months' notice in writing. The Commission Fee for our Rent Collection 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 Letting & Rent Collection Service (11% plus VAT)**

- 1.1.1** Coopers Commission Fee for this service is 11% 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. This is subject to a minimum fee of £65.00 per month plus VAT per calendar month whichever is greater.
- 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 11% 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 Lettings and Rent Collection Service, Coopers will:
- 1.1.5** Visit the Property and advise on Rent and marketing strategy.
- 1.1.6** Advise on statutory obligations e.g. Gas Safety Record, Energy Performance Certificate, Safety Regulations, Smoke Detectors, Legionella's Disease and other relevant information to the property.
- 1.1.7** Carry out photography and market your Property on all the major property portals such as Rightmove, Zoopla and Coopers website.
- 1.1.8** Erect a To Let Board at the Property.
- 1.1.9** Inform suitable applicants from our database of the Property.
- 1.1.10** Accompany prospective Tenants to view the Property.
- 1.1.11** Give feedback to the Landlord on a regular basis as to the marketing of the property.
- 1.1.12** Submit offers received for the Property and negotiate offers accordingly.
- 1.1.13** 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.
- 1.1.14** Prepare and submit a Tenancy Agreement to you (please see 2.1).
- 1.1.15** Collect and hold the Deposit as Stakeholder in a client deposit account.

- 1.1.16** Collect the initial payment of Rent prior to commencement of the Tenancy.
- 1.1.17** Register the Deposit with the Tenancy Deposit Scheme where appropriate (see note 2.3).
- 1.1.18** Receive the rental payments.
- 1.1.19** Prepare and issue statements on receipt of the rent and pay the net amount to the Landlord within 3 working days.
- 1.1.20** 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.
- 1.1.21** Operate the rent arrears process after 5 working days after the rent due date. This service does not include taking legal action against the tenant for non-payment of rent.
- 1.1.22** Serving notice (section 21) to terminate the tenancy if requested by the landlord to do so in writing. (see clause 2.4).
- 1.1.23** Right to Rent Immigration Checks: Where the initial check shows that a person has the right to rent in the UK for a limited time Coopers will make the necessary follow up checks in line with Section 22 of the Immigration Act 2014.
- 1.1.24** 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. (Unless taking one of our Property Management Services any queries relating to this will be dealt with by the Landlord).
- 1.1.25** Notify the Local Authority of the change of Occupant for the purposes of Council Tax liability.
- 1.1.26** Instruct, at your expense, an independent Inventory Clerk to prepare an Inventory prior to the commencement of the Tenancy (see note 2.8).

## **1.2 Letting and Management Service (13% plus VAT)**

- 1.2.1** Coopers Commission Fee for this service is 13% 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. This is subject to a minimum fee of £75.00 per month plus VAT per calendar month whichever is greater.
- 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 13% 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 Lettings and 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** Arrange for an annual Gas Safety Certificate to be made by a Gas Safe registered engineer, at your expense (£82.50 plus VAT) and provide a copy to the Tenant.
- 1.2.9** Investigate matters relating to the Property which come to Coopers notice or which are brought to Coopers attention by the Tenant.
- 1.2.10** Coopers are 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.
- 1.2.11** Our Management Service only applies while the Property is let and occupied.

### **1.3 Enhanced Lettings and Management Service (15% plus VAT)**

- 1.3.1** Coopers Commission Fee for this service is 15% 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. This is subject to a minimum fee of £105.00 per month plus VAT per calendar month whichever is greater.
- 1.3.2** 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 15% of all Rents payable by the Tenant for the whole period of occupation plus VAT.

- 1.3.3** 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.
- 1.3.4** In providing the Coopers Management Service, and in addition to the services described in paragraphs 1.1 and 1.2 Coopers will:
- 1.3.5** 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 Inventory Report at the start of the Tenancy).
- 1.3.6** 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).
- 1.3.7** 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.
- 1.3.8** Property Visits – Coopers will carry out an initial visit to the property during the first six months of the Tenancy and then visits will take place at approximately twelve monthly intervals thereafter, provided the Tenants grant access. If the Tenant fails to grant access Coopers will inform the Landlord who should take legal advice and inform Coopers of any action to be taken. Additional visits incur charges of £75.00 plus VAT for each visit. A visit to the property is to investigate defects which come to Coopers notice, or are brought to Coopers attention by the Tenant. Any such visits and assessments would be of a cursory nature and would only embrace obvious defects. A structural or other survey by a qualified body can be arranged subject to an additional fee. Coopers do not accept any responsibility for latent or hidden defects or for failure to notice anything concealed from Coopers representatives. Any written or other report is prepared solely for the Landlords benefit and is not a warranty as to the state or condition of the property.

## **2. Additional Services and Charges**

### **2.1 Tenancy Agreement and Set Up Fee**

- 2.1.1** In preparation for each Tenancy Coopers will: collect references on the Tenant, take proof of the Tenants identity, draw up the appropriate Tenancy Agreement and serve possession notices (S21 upon written instruction). The cost of the Tenancy Agreement and Set Up fee is £125.00 plus VAT and is applicable for each Tenancy and subsequent renewal. 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.

**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 Immigration Act**

**2.2.1** Under Section 22 of the Immigration Act 2014, all Landlords in England are required to carry out Right to Rent checks for new Tenancies to determine whether occupiers aged 18 and over have the right to live in the UK legally. When preparing the Tenancy Agreement, Coopers will collect the relevant documents from the Tenant and occupier; confirm the Tenant's right to rent with the Landlord and store copies of the documents in line with the legislation.

**2.2.2** Where the initial check shows that a person has the right to be in the UK for a limited time, a follow up check must be made prior to the expiry date of the Tenant's right to be in the UK, or 12 months after the original check, whichever is the later. Coopers will conduct the follow up check in line with the legislation. If required Coopers will also make a report to the Home Office.

## **2.3 Tenancy Deposit Scheme**

**2.3.1** 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.

**2.3.2** At the end of the Tenancy both Landlord and Tenant must agree on any Deposit deductions within a reasonable time frame 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.

**2.3.3** Should we be instructed on the Enhanced Lettings and Management Service we will co-ordinate the above process on behalf of our Landlord.

**2.3.4** Should we be instructed on the Lettings and Rent Collection Service or the Lettings and Managed Service 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.

- 2.3.5** If you have not selected our Enhanced Lettings and Management 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 Inventory Services.

## **2.4 Serving of Notices**

- 2.4.1** 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.
- 2.4.2** After receiving written notice from the Landlord, Coopers will serve the Tenant two months' notice (Section 21) in order to regain possession.
- 2.4.3** 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.

## **2.5 Rent Protection and Legal Expenses Cover**

- 2.5.1** If instructed, we can arrange for an insurance policy which covers loss of rent and legal expenses. This is provided through our affiliation with either Homelet or FCC Paragon and can be arranged for £5 per week inclusive of VAT. (£21.67 per month). Further policy details can be provided on request.

## **2.6 Pro Rata Refunds & Abortive Costs**

- 2.6.1** 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 £500.00 (plus VAT). 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.
- 2.6.2** 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.

## **2.7 Taxation of Non Resident Landlords**

- 2.7.1** 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).

- 2.7.2** 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.
- 2.7.3** If Coopers are required to retain tax an administration fee of £75.00 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.

## **2.8 Inventory**

- 2.8.1** 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.
- 2.8.2** The cost of the Inventory check out report at the end of the Tenancy will be charged to the Tenant unless otherwise stated.
- 2.8.3** 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. Prior to 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 £82.50 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, 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 any 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** The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 outline that private sector Landlords must not grant a new tenancy of a property (including extension or renewal) they let after 1<sup>st</sup> April 2018 and must not continue to

let the property (on an existing tenancy) after 1<sup>st</sup> April 2020, where the Energy Performance Certificate (EPC) is below the minimum level of energy efficiency for private rented properties of band E or below, unless an exemption applies or the Landlord has made all the relevant energy efficiency improvements. The Landlord should note that Coopers are unable to market the Landlords Property until Coopers has an EPC with a valid rating.

**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 on your behalf at a cost of £100.00 plus VAT.

### **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. Coopers request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business, the Landlord acknowledges responsibility for the safety of the Tenant at the Property and confirms all risks regarding Legionnaires Disease have been considered and an assessment carried out. Should you require Coopers to carry this Assessment out we can do so for £75.00 plus VAT.

### **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 an affiliation with Homelet 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 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.

### **3.11 Tenancy Turn Around**

**3.11.1** To ensure a smooth transition between tenancies, and so that any necessary works and safety checks can be conducted in the correct manor; Coopers insist on 5 working days between tenancies.

## **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** Redirection of mail can be arranged officially through the Post Office's website at [www.royalmail.com](http://www.royalmail.com) for a fee. Due to Post Office Regulations (Postal Services Act 2011) Coopers are unable to provide a mail forwarding service. Neither Coopers nor any tenant can be held liable for any mail addressed to the Landlord that may be sent to the property, or for any costs or charges incurred by the Landlord due to the non-receipt of the aforementioned mail. Should Coopers receive mail on behalf of the Landlord the Landlord will be notified by email. The Landlord will be asked if they would like their post forwarded to them for a charge of £10 plus VAT plus the cost of postage. If the Landlord does not reply the post will be destroyed after 7 days.

### **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 Coopers are not provided with a set of keys when managing the Property Coopers will get a set cut and charge your account. An administration charge of £15.00 plus VAT will be added to the cost of the extra set.

#### **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 Coopers fee for attending court at the Landlord’s request is £200.00 plus VAT per day or any part thereof. 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 disbursements 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 intention 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 our Services 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 £10.00 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 interest earned on deposits held 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.

## **4.14 Amendments**

**4.14.1** Coopers may change or add to the terms of these terms of business, including the schedule of fees. We will notify you if any such change will affect the service that we offer.

## **4.15 Assignment**

**4.15.1** Coopers reserve the right to assign our rights and or obligations under this Agreement upon giving the Landlord two months' notice in writing.

## **4.16 Deregulation Act 2015**

**4.16.1** Since October 1 2015 the Deregulation Act 2015 applies which states that if the Tenant has complained in writing of a lack of repair and has not received an adequate response in writing; or more importantly a complaint has been made to the environmental health officer of the local authority and an Improvement Order served on the Landlord to repair, a section 21 Notice will not be valid for six months. The work specified in the Order must also be completed. If Coopers manage the Property we will endeavour to carry out all repairs and maintenance provided we are in receipt of sufficient cleared funds. However, if we carry out our Letting and Rent Collection Service it will be the responsibility of the Landlord to ensure the Property is kept in repair and order. Coopers have no liability if the Landlord fails to do so and a Section 21 Notice is invalid.

#### **4.17 Data Protection**

**4.17.1** Coopers Residential takes data protection law very seriously. Please read this policy carefully as it has been put together to give you more information on the data we hold on you and what we do with that data.

We want you to know that Coopers Residential respects the information we hold on you and you can trust us to respect your privacy and keep your personal information safe.

Some main points to consider:

- We will be transparent about the information we are collecting and what we will do with it.
- We will use the information you give us for the purposes described in our Privacy Policy, which include providing you with services you have requested and enhancing your experience with Coopers Residential.
- We will also use the information to help us understand you better and so that we can give you information of legitimate interest to you.
- If you tell us, you don't want to receive marketing messages we will stop sending them. We will, of course, continue to send essential information relating to a property or service you have with Coopers.
- We will put in place measures to protect your information and keep it secure.
- We will respect your data protection rights and aim to give you control over your own information.

To see our full privacy policy please visit:  
<https://www.coopersresidential.co.uk/privacy-policy/>

#### **4.18 Notice of Right to Cancel**

**4.18.1** You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of cancellation must be in writing to Coopers, 126-128 High Street, Ruislip, Middlesex, HA4 8LL. If, having authorised any action involved with marketing your property (e.g. the acceptance of viewings), within the cancellation period you may be required to pay our commission fees if an applicant introduced to your property by Coopers results in a Tenancy, prior to you serving a Notice of Cancellation.

## **4.19 Utility Suppliers**

**4.19.1** The Landlord hereby confirms that they have authorised the Letting Agent to take the following actions on behalf of the Landlord in connection with the supply of gas and/or electricity to each Property: (i) to enter into contracts with an energy supplier selected by the Letting Agent in connection with the supply of gas and/or electricity to each Property while that Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of that Property ; (ii) to engage with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property; and (iii) to provide the Landlord's information (including any personal data relating to the Landlord and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each Property and managing and administering any gas and/or electricity supply contract(s) in connection with each 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](http://www.thedisputeservice.co.uk), email: [deposits@tds.gb.com](mailto: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.
- 5.10** 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.
- 5.11** 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.
- 5.12** 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).
- 5.13** 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.
- 5.14** 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 three different services which means that all our Landlords are catered for depending on their circumstances.

### Service Menu

	Enhanced Lettings and Management Service	Letting and Management Service	Letting & Rent Collection Service
Market Advice & Marketing Strategy	✓	✓	✓
Comprehensive Marketing	✓	✓	✓
Accompanied Viewings	✓	✓	✓
Negotiation of Tenancy	✓	✓	✓
Tenant Referencing	✓	✓	✓
Register the Tenancy with the Tenancy Deposit Scheme where appropriate	✓	✓	✓
Administer checks and follow up checks under Section 22 of the Immigration Act	✓	✓	✓
Organise initial Gas Safety Certificate & EPC	✓	✓	✓
Arrange Inventory	✓	✓	✓
Organise Legionella Assessment	✓	✓	✓
Rent Collection	✓	✓	✓
Provide Monthly Statements	✓	✓	✓
Carry Out Rent Arrears Procedure	✓	✓	✓
Transfer of Utilities	✓	✓	✓
Key Holding	✓	✓	✗
Arrange Repairs & Maintenance	✓	✓	✗
Payment of outgoings	✓	✓	✗
Carry out Property Inspections	✓	✗	✗
Managing the Check Out Process	✓	✗	✗
Advising on Deposit Deductions	✓	✗	✗

### 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:

Letting and Rent Collection Service at 11% deducted monthly from rent received

Lettings and Management Service 13% deducted monthly from gross rent received

Enhanced Lettings & Management Service at 15% deducted monthly from rent received

All commission fees and any other charges are subject to VAT at the prevailing rate

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 (£100.00 plus VAT) Yes / No

Gas Safety Certificate required (£82.50 plus VAT) Yes / No

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

Rent Protection & Legal Expenses Warranty (£5 per week or £21.67 per month) 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	£110.00	£115.00
1 bed	£115.00	£125.00
2 bed	£125.00	£135.00
3 bed	£135.00	£145.00
4 bed	£155.00	£170.00
5 bed	£175.00	£190.00

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 \_\_\_\_\_