



Terms and Conditions of Business

Authorisation Form for Letting Instructions

Updated
January 2024

Southsea Office

8 Clarendon Road
Southsea
PO5 2EE
T: 023 9286 4974

Portsmouth Office

129 London Road
North End
PO2 9AA
T: 023 9272 8090

Drayton Office

Lower Drayton Lane
Drayton
PO6 2HA
T: 023 9272 8091

Waterlooville Office

47 London Road
Waterlooville
PO7 7EX
T: 023 9223 2888

Fareham Office

79 High Street
Fareham
PO16 7AX
T: 01329 756 000

Property Management and Accounts

8 Clarendon Road
Southsea
PO5 2EE
T: 023 9272 8099



Definitions

In these Terms and Conditions the following expressions have the corresponding meanings:-

The "Agent" is Bernards Estate Agents (Southsea) Limited trading as Bernards and its successors in title. The "Owner or Landlord" is the Landlord named in the Letting Instructions or his / her successor.

The "Property" is that specified in the Letting Instructions and includes any garden or parking area specified.

The "Tenant" is the named Tenant, or Tenants, on the Tenancy Agreement who remain in occupation of the Property. The "Tenancy" shall be read and construed accordingly and includes renewals or Tenancy extensions.

The "Rent" is the rental amount specified in the Tenancy Agreement.

The "Deposit or Cash Deposit" is the sum paid by the Tenant as security for the performance of their obligations as defined in the Tenancy Agreement.

The "Stakeholder" - the Agent holds the Deposit as Stakeholder so that no deductions can be made from the Deposit without the consent from both parties, the consent of the court or an adjudication decision from the Tenancy Deposit Scheme.

The "ICE" is the Independent Case Examiner of the Tenancy Deposit Scheme. The "Member", Bernards is a member of the Tenancy Deposit Scheme.

For the purpose of this document 'I/my' is referring to any and all owners of the property.

The Landlord's Obligations

- You should obtain the permission of your lender to Rent your Property.
- You should retain responsibility for maintaining all insurances.
- Supply a minimum of 2 full sets of keys of management keys and one set of keys per Tenant that moves into the Property (keys will be cut at the Landlord's expense if not provided)
- You will be responsible for paying for all repairs
- Expenditure on agreements/repairs are tax deductible
- You will need to pay your ground rent and service charges
- You will be responsible for the Council Tax due when the Property is not occupied by Tenants and all other utilities.

Where there is a gas supply to the Property, the Landlord hereby agrees to provide the Agent with a Gas Safety Record in accordance with the Gas Safety (Installation and Use) Regulations 1998. Such Record must confirm that all gas appliances, flue and pipe work have been checked by a qualified GAS SAFE registered engineer. The Landlord agrees to provide the Agent with a Gas Safety Record a minimum of 5 days prior to the commencement of the Tenancy and accepts that should such Gas Safety Record not be delivered to the Agent, the Agent reserves the right to instruct a qualified GAS SAFE registered engineer to carry out the Gas Safety Check at the Landlord's expense (subject to access being available). The Agent will present such Record to the Tenants at the commencement of the Tenancy.

The Landlord hereby warrants to the Agent that all electrical wiring and all electrical appliances including plugs, sockets and fuse box included in the let Property are in safe, working order and have been checked by a qualified electrical engineer and comply with the Electrical Equipment (Safety) Regulations 1994. Once the electrical installation has been tested, the Landlord/Agent must:

- Ensure they receive a written report from the person conducting the inspection, which includes the results and the required date for the next inspection
- Supply a copy of this report to each existing tenant living in the property within 28 days of the inspection
- Supply a copy within seven days to the local authority, if they request a copy
- Keep a copy of the report until the next inspection, and give a copy to the person undertaking the next inspection.

The Landlord hereby agrees to provide the Agent with a valid Energy Performance Certificate (EPC). The EPC needs to be commissioned prior to the commencement of marketing the Property. The Landlord accepts that should the EPC not be provided to the Agent, the Property cannot be marketed. The Agent will include the EPC on Property details which are available to persons viewing the Property. The EPC must be A-E rated.

The Landlord acknowledges that in accordance with guidance provided by the HSE the Landlord is responsible for properly assessing and controlling the risk of Legionnaires' disease by means of a risk assessment by a competent person at least once a year. The Landlord will be responsible for organising this in an Introduction Only or Rent Collection arrangement.

The Landlord should be aware that under the terms of the Flood and Water Management Act 2010 the responsibility for paying the water account where the Tenant does not is the responsibility of the Landlord.

The Landlord confirms that in accordance with S.150 of the Energy Act 2013 that the Property is equipped with carbon monoxide alarms in each room where there is a gas or solid fuel appliance or open fire and that a smoke alarm is fitted to each floor of the building.

To securely hold any personal data passed to the Landlord by the Agent or Tenant in accordance with General Data Protection Regulation (GDPR) and not use this data for any purposes other than those defined in the Agents GDPR Privacy Policy & Privacy Notice which can be found at www.bernardsEA.co.uk.

Indemnity and Incorrect Information

The Landlord hereby agrees the Agent shall not be legally responsible for the collection of Rent arrears in the event of the Property being vacated nor for any other payments in respect of the Property or contents and nothing shall render Bernards or its employees responsible for any loss or damage to the Property and contents howsoever caused. The Landlord fully indemnifies the Agent against any failure of the Landlord to comply with the Terms and Conditions of the Tenancy Agreement, statutory obligations or regulations.

The Landlord warrants that all the information he /she has provided to the Agent is correct to the best of his / her 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.

The Agent's Obligations

Bernards undertakes at its expense to provide the services set out in this agreement. As Landlord, you agree to give us a reasonable opportunity to remedy any failure or shortcoming in the provision of such services as soon as reasonably practicable after any such failure or shortcoming is identified and reported to us by you in writing.

The total liability of the Agent to the Landlord (whether in contract, tort or otherwise) shall be limited to the circumstances set out in the following paragraphs.

- The Agent accepts liability without limit for death or personal injury which is due to the negligence of the Agent.
- The Agent also accepts liability for physical damage or loss to the Landlord's tangible Property which is caused by the negligence or willful default of the Agent.
- The Agent shall indemnify the Landlord against all expenses, claims and liabilities incurred by the Landlord as a direct consequence of the fraud, negligence or willful default of the Agent.
- The Landlord accepts that any forecast that might be made by the Agent in respect of future income or expenditure is a general indication only that may change in response to changing market conditions and other factors and the Agent therefore cannot accept any responsibility for such forecast.
- The Agent is not liable for any loss, injury, damage, legal or other expenses sustained as a result of any defect in the equipment or materials used in the Property (whether or not such defect be latent or apparent on examination) or as a result of any act, omission or insolvency of any person other than the Agent.
- The Agent shall not otherwise be liable to indemnify the Landlord in respect of any claims made by third party for any loss, injury, damage or legal or other expenses and the Landlord shall indemnify the Agent for any loss, injury, damage or legal or other expenses in respect of any such claims.
- The Agent accepts no liability for any Tenant that fails to pay their Rent.
- In no circumstances shall the Agent be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused save where death or injury results from negligence on the part of the Agent.
- Provide you with a statement of monthly Rent received and deductions made and pay the balance to you as soon as practical after the funds have cleared. In normal circumstances, any balance will be paid over within 10 working days from the day of receipt.

Service Levels

	Guaranteed Rental	Fully Managed	Rent Collection	Tenant Find
Market appraisal	✓	✓	✓	✓
Professional photography and marketing	✓	✓	✓	✓
Comprehensive references	✓	✓	✓	✓
Create tenancy agreement	✓	✓	✓	✓
Collection of rent	✓	✓	✓	✓
Arrears chasing	✓	✓	✓	
Serving of notices	✓	✓	✓	
Quarterly property inspections	✓	✓		
Arrangements for any required works	✓	✓		
Arrange gas safety certificates	✓	✓		
Arrange electrical installation condition reports	✓	✓		
Arrange energy performance certificates	✓	✓		
No initial set up costs	✓			
Guaranteed rent	✓			

Where Bernards is appointed as Managing Agents, we shall provide the following services:

- 1. Finding a Tenant.** We will undertake viewings and advise on a suitable Tenant. We will register your Property on our own website, Rightmove, Zoopla, our social media platforms and approach our registered applicants.
- 2. Tenant references and right to rent.** Once terms are acceptable by you, we will submit Tenants to undertake a credit, Landlord and employment reference as well as obtaining and checking the relevant right to rent documents.
- 3. Tenancy Agreement.** We will produce a Tenancy Agreement that is suitable to the terms agreed between yourself and the Tenants. The Tenancy Agreement will need to be signed by all parties but we may sign on your behalf if required.
- 4. Collection of initial Rent and Deposit.** We will collect the first month's Rent and Deposit. If instructed, we will protect the Deposit in accordance with the terms of The Tenancy Deposit Scheme. In England, the Tenant Fees Act 2019 restricts the Deposit that can be taken to 5 weeks Rent, (6 weeks if rent exceeds £50,000 p.a.), and when an existing Tenancy is renewed the Deposit should also not exceed 5 weeks with any excess refunded to the Tenant. Our chargeable fee upon the 12 month anniversary of the Tenancy can be found under 'Charges.'
- 5. Inventory.** We will undertake an inventory at the start of the Tenancy and a checkout at the end of the Tenancy if instructed by yourself. (subject to service selection)
- 6. Rent Processing.** We will transfer all Rent received to your UK bank account after deducting our fees and expenses and send you a Rent statement by email. In the case of the Premier Guaranteed Rental service, we will guarantee your rent for the period of the tenancy. In the case of Fully Managed, we will chase rent arrears accordingly and serve relevant notice if required.
- 7. Energy Performance Certificate.** A valid in date Energy Performance Certificate (EPC) must be available before the property is advertised. As from 1st April 2018, you cannot let a property with an EPC rating of 'F' or below. Your ability to recover possession of the property is prejudiced if an EPC is not provided to the Tenant before the commencement of the Tenancy. We are able to provide an EPC if required for an additional cost as set out in 'Charges'.
- 8. Electrical Installation Condition Report.** Under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, as from 1st July 2020 you will not be able to let your property without an electrical fixed wiring test having been carried out.

Enforcement is built into the above Regulations, through issuing of a Remedial Notice to get the work done, which if not complied with the Local Authority can issue a Breach Notice plus a penalty notice of up to £30,000 for breaching the Regulations. We are able to provide an EICR if required for an addition cost as set out in 'Charges'.

- 9. Gas Safety Certificate.** It is a legal requirement to provide a valid Gas Safety Certificate (GSC) for any property with gas. We are able to provide a GSC if required for an addition cost as set out in 'Charges'.
- 10. Property visits.** We will visit the Property on month 3 for an initial inspection, then every 6 months following, and provide a detailed report of the condition of the Property and any recommendations. We are able to provide additional visits upon request for an additional charge as set out in 'Charges'.
- 11. Repairs and maintenance.** If we become aware of repairs or maintenance throughout the period of the tenancy, we will arrange for a quote to be provided for any remedial works. In the case of an emergency, we will arrange works up to a limit of £200+VAT unless agreed otherwise prior to this document being signed.
- 12. Renewal of agreement.** We will negotiate a new Tenancy to suit yours and your Tenants needs either as a periodic Tenancy or fixed term Contract for an additional fee as set out in 'Charges.'
- 13. Rent Guaranteed.** Rent guaranteed for up to 12 months of arrears and legal expenses covered in accordance with the full terms of the Premier Guaranteed Rental service.

The Deposit (where Bernards protects the Cash Deposit)

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Tenancy Deposit Scheme

PO Box 1255

Hemel Hempstead Herts

HP1 9GN

Phone: **0845 226 7837**

Fax: **01442 253193**

Email: **deposits@tds.gb.com**

Web: **www.tds.gb.com**

The Agent will hold the Deposit under the terms of the Tenancy Deposit Scheme.

At the end of the Tenancy:

If there is no dispute the Agent 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.

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

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at their discretion accept the dispute for adjudication. The liability for any subsequent costs will be dependent upon the award made by the arbitrator. The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

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. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, 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 as final and binding.

If there is a dispute the Agent must remit to the Tenancy Deposit Scheme 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 the Agent want to contest it. Failure to do so will not delay the adjudication but The Tenancy Deposit Scheme will take appropriate action to recover the Deposit and discipline the Agent.

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

Dealing with disputes from non-ASTs:

The Independent Case Examiner (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.
- Landlord, Tenant and Agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £600 (inc. 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 fees have been submitted.

The Deposit (for Tenant Introduction)

Where a Landlord wishes to protect the Deposit themselves they must notify the Agent in writing of the scheme details and their Landlord registration details. Where the Agent is protecting the Deposit the Landlord will notify the Agent in writing within 10 days of each and every renewal of the Tenancy being renewed (whether a fixed term or not) so the Agent can re-serve the prescribed information and scheme details on the Tenant.

Non-Resident Landlords

If the Landlord is resident overseas, the Landlord agrees that the Agent reserves the right to retain from any Rent received such sums as may be liable or estimated to be due for income tax purposes, and when demanded, will remit appropriate retained monies to the Inland Revenue. The Landlord hereby indemnifies the Agent against all tax (or penalties levied or accrued interest) and shall pay to the Agent any shortfall of monies together with interest at 0.5% above the bank base lending rate from the date the payment fell due until reimbursement in full is made. The Landlord agrees to immediately notify the Agent if their residency status changes during the Tenancy.

The HMRC has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk/cnr/nr_Landlords.htm. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis for which an administration fee of £50 plus VAT charged by the Agent. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf.

Complaints Procedure

In the event of a complaint a copy of our complaints procedure is available upon request. Bernards is a member of The Property Ombudsman. Further details can be found at www.tpos.co.uk. There is a 12 month timescale for referring disputes.

Customer Cancellation Rights

Bernards Estate and Letting Agents LTD
8 Clarendon Road
Southsea PO5 2EE
lettings@bernardsEA.co.uk

Term of Agreement And Termination During Management of Tenancy

These instructions will apply throughout the duration of any Tenancy of the Property arranged by the Agent to a Tenant introduced by the Agent. Should the Owner(s) wish to terminate this Agreement whilst the Property remains occupied by a Tenant introduced by the Agent, the Owner(s) must provide the Agent with 2 month's written notice to that effect and the Agent shall be entitled to a termination fee amounting to the equivalent of 1 month's rent + VAT (not applicable to Tenant Find instructions).

Fees

Service Levels Fees

Fees and commissions are due during the entire period that a Tenant introduced by Bernards remains in occupation of a Property owned by the Landlord. After the initial term of the Tenancy the Agent will accept termination of either the Premier Guaranteed Rental, Fully Managed or Rent Collection service if the Tenant Introduction charge is paid and three months' notice is given. VAT is charged on all fees and commissions. All commissions, fees, charges, disbursements and expenses due under this agreement are payable whether or not the Tenant pays the Rent.

Rent Guaranteed - Fees on appraisal

Fully Managed - 18% of monthly rent

Rent Collection - 15.6% of monthly rent

Tenant Find - 9.6% of contracted income derived from income from AST

Landlord Fees

(All prices are including VAT)

Pre-tenancy landlord costs	* Cost
Energy Performance Certificate (EPC)	£144
Gas Safety Certificate (GSC)	£119 (Boiler service + £50)
Electrical Installation Condition Report (EIRC)	£179 1-8 circuits £239 9+ circuits
Portable Appliance Testing (PAT)	£84 call out £2 per appliance
Installing smoke alarms and carbon monoxide detectors	£60 for first device £20 per subsequent device
Start of tenancy fees	* Cost
Set-up fees (Includes ID checks, Right-to-Rent check, contract negotiation [amending and agreeing terms], arranging the signing of the tenancy agreement and an inventory for up to a 3 bedroom property. Fully Managed and Rent Collection only.)	£480 per tenancy £600 for house of three or more tenants
Registration of deposit - tenant find only (when collected) (Includes registering Landlord and Tenant details and protecting the security deposit with a Government-authorized Scheme. Providing the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start date.)	£180 per tenancy
Landlord withdrawal fees (This fee covers the costs associated with the marketing, advertising and tenancy set-up, should the landlord withdraw from the tenancy before the tenancy has commenced, terms have been agreed and holding deposit paid.)	£600 per tenancy
During tenancy fees	* Cost
Additional property visits (Should the landlord request property visits in addition to those within their existing Terms of Business, this covers the costs of attending the property.)	£60 per visit
Renewal fees (Includes contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.)	£144 per tenancy
Right-to-Rent follow-up check (Includes undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016. Notifying the Home Office should an illegal over-stayer be identified. This does not apply to the Tenant Find service.)	£80 per check
Landlord withdrawal fees (during tenancy) (This fee includes notifying the relevant utility providers and advising the tenant of their security deposit status.)	1 month's rent per tenancy (Not applicable for Tenant Find service)
Contractor commission (To cover the costs associated with arranging and facilitating the visit of a vetted, professional tradesperson. Ensuring any resulting warranty or certification is provided.)	18% of contractor's invoice

*1% management increase with every £25 rent increase.

(All prices are including VAT)

End of tenancy fees	* Cost
Tenancy dispute fee (Includes the costs associated with submitting the case to the tenancy deposit scheme, as well as dealing with all correspondence relating to the dispute. Fully Managed service only.)	£240 per tenancy
Service of Legal Notices Section 8 or Section 21	£119
Financial charges	* Cost
Interest on unpaid commissions	3% above the Bank of England Base Rate from due date until paid
Submission of non-resident landlords receipts to HMRC (To remit and balance the financial return to HMRC on both a quarterly and annual basis.)	£216 quarterly
Additional HMRC reporting fees (Responding to any specific queries relating to either the quarterly or annual return from either the landlord or HMRC.)	£144 per tenancy
Providing an annual income and expenditure schedule	£57.60 annually
Other fees and charges	* Cost
Court attendance fees	£144 per hour
Deposit transfer fees (Should the landlord request any changes to a protected deposit during a tenancy, this covers the costs associated.)	£72 per deposit

* 1% management increase with every £25 rent increase.

Other Charges

- The Agent reserves the right to charge an appropriate amount for the inventory of excessively furnished and equipped properties.
- The Agent reserves the right to charge an appropriate amount for other services including the re-direction of post, overseas telephone calls and faxes, the supervision of any major building or decorative works, processing insurance claims and management services agreed with the Landlord between lettings. The Agent reserves the right to charge an appropriate amount for the inventory of excessively furnished and equipped properties
- The Agent reserves the right to retain commission paid by insurance or utility companies or contractors for Landlord or Tenant introductions, which will typically be in the region of 15% plus VAT of any policies or works depending on the provider
- The Agent shall be entitled to deduct any fees or other monies owed by the Tenant to the Agent from the Deposit paid by the tenant for the Landlord Property.
- In the event of a prospective Tenant's holding Deposit being held and a Tenancy does not proceed, the Agent will retain the holding Deposit

Sale of property to Tenant

If, during the tenancy or within six months following its end, the Tenant enters into a contract to purchase the Owner(s) interest in the Property or acquires a derivative long leasehold interest in the Property from the Owner(s), a fee of 2% plus VAT of the purchase price is immediately due to the Agent. This fee is payable upon completion of the purchase, regardless of whether negotiations were conducted by the Agent.

Inventory Fees

(All prices are including VAT)

Property type	* Cost (unfurnished)	* Cost (furnished)
1 Bedroom	£180	£216
2 Bedroom	£216	£252
3 Bedroom	£252	£288
4 Bedroom	£288	£324
5+ Bedroom	£324	£360

* 1% management increase with every £25 rent increase.

Your choices

Bernards cannot proceed with the Services until you have completed, signed and dated this Agreement. This Agreement takes effect when we have signed it or when we commence provision of our Services, whichever is the sooner.

Full address of property to be let

Allocated parking space/garage

Landlord 1 (full name)

Landlord 2 (full name)

	Landlord 1	Landlord 2
Daytime Tel	<input type="text"/>	<input type="text"/>
Evening Tel	<input type="text"/>	<input type="text"/>
Mobile	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>

Any additional legal owners not included above to appear on the tenancy agreement

Address for correspondence during the tenancy (full address including postcode and country)

Signed

Date

Service

I/We require the Premier Guaranteed Rental

Monthly rent received

I/we require the Full Management service

Monthly + %VAT

I/we require the Rent Collection service

Monthly + %VAT

I/we require the Tenant Introduction service

£ + %VAT All fees will have VAT charged at the prevailing rate.

Register deposit

Yes No

Inventory

Yes No

Please instruct on my/our behalf an inventory and provide the necessary administration at the start of the tenancy and check out in accordance with the 'charges' set out above.

Request to start contract immediately

Yes No

I/We acknowledge that I/we may postpone the start of the contract, but I/we hereby request that you start the contract and your Services immediately and I/we have initialled the box to confirm this request. I/We acknowledge and accept that in the event of our cancelling the contract within the Cancellation Period as described in the Section "cancellation", the total price, fees or charges for Services you have provided may be payable in full.

Safety

Gas Safety Certificate

No gas to property

Bernards to provide GSC

Landlord to provide GSC

Energy Performance Certificate

Bernards to provide EPC

Landlord to provide EPC

Energy Installation Condition Report

Bernards to provide EICR

Landlord to provide EICR

Where our full management service is selected, PAT and EICR will not automatically be renewed unless you indicate here

Yes

No

Insurance

If you require our Rent and Legal Protection insurance (subject to your proposed tenants meeting the required referencing criteria), please tick the box below.

I/We accept that the decision to purchase this insurance is mine/ours and is based not on any advice or recommendation, because none has been given, but on my/our interpretation and understanding of the information that has been provided by you.

I/we accept and agree that my/our instruction is a request for insurance, which if accepted by the insurer will be confirmed to me/us in writing and will result in charge agreed below.

I/we request that Rent and Legal Protection insurance commences at the start of the tenancy.

£

Yes

No

Please sign here to confirm you have declined the offer of rent and legal insurance policy against our advice.

Landlord Agreement

1. I/We declare that I/we have read and fully understand this Agreement and the services as explained by our letting Agent's representative.
2. I confirm we are the sole/joint legal Owner(s) of the stated Property. I hereby appoint Bernards to act as our Agents in accordance with the standard terms and conditions of business as per this document. I confirm I have consent of any interested parties to let the Property.
3. I / We are aware that should there be a requirement to incur legal fees for the recovery of possession of my / our Property and/or Rent arrears, these legal costs (including our Letting Agent's court appearance fee) will be met in full by me / us and there will be no Rent Protection to assist with mortgage payments if applicable and/or other Property outgoings unless agreed.
4. I/We confirm the terms of this agreement shall apply to any future additional Properties instructed.
5. The Property shall be advertised at a calendar month rental figure agreed between myself and Bernards. I authorise Bernards to receive all Rents on my behalf and Bernards to sign the Tenancy Agreement with the Tenant on my behalf without further notification.
6. I understand once a Tenancy Agreement is signed a binding contract between the Landlord and Tenant is created.
7. I/we confirm that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) do and will comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
8. I/we understand that if Bernards act as my sole Agent, I will be liable to pay remuneration (i.e. the initial set up charge) to Bernards, in addition to any other costs or charges agreed, if at any time contracts or the Tenancy of the Property are finalised:
 - a) With a Tenant introduced by Bernards during the period Bernards act as sole Agent or with whom Bernards had negotiations about the property during that period; or
 - b) With a Tenant introduced by another Agent(s) during that period

9. I / We indemnify Bernards (where instructed as Managing Agents only) for all costs incurred as a result of any emergency situation, acting in my / our best interest(s) at their absolute discretion. I authorise Bernards to complete any necessary works up to the value of £100 plus VAT without reference to me/us on the understanding that Bernards will exercise absolute discretion at all times.
10. I / We authorise Bernards to photograph, advertise and erect a To Let board at the Property.
11. I / We agree that I / We will be responsible for obtaining permission to let from my / our mortgage lender and/ or lessor; I / We will also advise our insurers of our intention to let and, where applicable, the Managing Agents.
12. I / We agree to arrange for gas and electricity meters to be read and to settle all gas, electricity, water, telephone and council tax accounts. I / We shall arrange for all post to be forwarded to an alternative address.
13. I / We confirm that I/we am/are a resident / non-resident in the United Kingdom for tax purposes and will notify the Agent immediately should this status change.
14. I / We will provide to the Agent prior to the commencement of management, a photographic means of identification to confirm our identity.
15. I/we confirm that all electrical installations and appliances within the property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and the Electrical Equipment (Safety) Regulations 1994.
16. I/we confirm that all gas appliances supplied within the property comply with the Gas Safety (Installation & Use) Regulations 1998.
17. I/We confirm that the property complies with the Homes (Fitness for Human Habitation) Act 2019.
18. The Agent reserves the right to make changes to these Terms of Business. The Agent will notify of any changes in writing which will not take effect earlier than two months from the date we notify you of them.

IN ORDER TO MAKE PAYMENTS TO YOU WE REQUIRE YOUR UK BANK DETAILS

Name of bank and branch

Signed

Sort code

Bank account number

Print name

Bank account name

D.O.B

Date

Name of bank and branch

Signed

Sort code

Bank account number

Print name

Bank account name

D.O.B

Date

Signed on behalf of Bernards

Signed

Print name

Date

www.bernardsEA.co.uk

