



LANDLORDS

TERMS OF BUSINESS





IMPORTANT

This document sets out Element Properties Alexandra Park Ltd's terms of business governing our contractual relationship with you when you instruct us to let and, if applicable, manage your property. We advise that you read this document carefully, and provided you are happy with it, would ask you to sign and date the document where indicated. We draw your attention to the contents of the declaration where we set out our obligations to you and your obligations to us and to your intended tenant(s). In addition, the document sets out what we will not do, as set out in Clause 5 of the Lettings & Management Terms overleaf.

These Terms of Business reflect the Renters' Rights Act 2025 and the Tenant Fees Act 2019

In this Document

LETTINGS & MANAGEMENT SERVICES AGREEMENT

LANDLORD'S INFORMATION

LETTINGS & MANAGEMENT TERMS

NOTICE OF THE RIGHT TO CANCEL

This Agreement is made between the Landlord(s) of the property (as named overleaf) and Element Properties Alexandra Park Ltd (company number 10351289), trading as Element Properties & Co. ('the Agent', 'we', 'us', 'our') who agree to act as agent for the Landlord(s).





LETTINGS & MANAGEMENT SERVICES AGREEMENT

In this Agreement and in the Lettings and Management Terms (overleaf) which form part of this Agreement: "the Property" means the address of property to be let

Address

Post Code

We are members of the Property Redress Scheme and subscribe to their conditions of membership. We are also members of Client Money Protect, a government-approved Client Money Protection scheme. Details of our membership are available on request.

Rent and all Client monies are held within Element Properties Alexandra Park Ltd's Client Account.

"the Landlord(s)", "you", "your" means: Client(s) Name(s) in full:

.....
.....
.....

If the property is jointly owned, all names must appear on this form and on the Tenancy Agreement. If one Landlord is acting behalf of all listed above, then we must be informed in writing. If the property is Company owned, the Company's full name and registered office must appear on this form and on the Tenancy Agreement signed by and authorised signatory.

Registered Address

Post Code





LANDLORDS INFORMATION

CONTACT DETAILS

Correspondence Address

Work

Mobile

Email

BANK DETAILS

Bank Name

Account Name

Account Number

Sort Code

Please confirm that while we are letting your property, you will be resident (indicate where appropriate):

In the UK

Overseas

Please Note: The Channel Islands and The Isle of Man are not part of the United Kingdom. If your usual place of residence is not in the United Kingdom you will need to apply for approval to receive rents with no tax deducted from HM Revenue and Customs. If no approval is in place, we are obliged by law to deduct tax at the basic rate on the net rent after deductions. If you instruct us on either our Management Service or our Rent Collection Service, you will need to complete the appropriate HMRC forms quoting Element Properties Alexandra Park Ltd reference NA065124 and our registered office address 26 Palace Gates Road, London, N22 7BN. Further information regarding the Non-Resident Landlords (NRL) scheme and relevant forms can be obtained from the Gov.UK website.

You undertake to inform us without delay should your usual place of residence change.

You instruct us to be your Agent and to provide the following services as described in the Lettings and Management Terms overleaf in connection with the property and you agree that our fees and commissions for our services are as follows: (Please initial next to the service(s) required).





SERVICE FEES

Please initial which service you will be choosing

<u>FULL MANAGEMENT</u>		
SERVICE	FEE	INITIAL
Lettings, Rent Collection & Full Property Management	15% + VAT of rent payable (18% inc VAT)	

<u>LETTINGS + RENT COLLECTION</u>		
SERVICE	FEE	INITIAL
Lettings and Rent Collection	12% + VAT of rent payable (14.4% inc VAT)	

Please Note:

Rent Collection Fees and Full Management Fees are payable per month for the duration of the tenancy where:

- a. a tenant introduced by us occupies the Property; or
- b. a person or company introduced by a tenant that has been introduced by us, occupies the Property; or
- c. a person associated with a tenant that has been introduced by us, occupies the Property – see Clause 6.2.3 of the Lettings and Management Terms overleaf for the meaning of “associated”; or
- d. a tenant introduced by us occupies any other property let by you





MISCELLANEOUS FEES (all figures include VAT)

SERVICE	FEE	NOTES
Tenant / Guarantor Referencing	£36 inc VAT per Tenant / Guarantor <i>(£30 plus VAT)</i>	
Administration Fee	£240 inc VAT <i>(£200 plus VAT)</i>	
<ol style="list-style-type: none">1. MyDeposit Registration2. Anti-Money Laundering Checks3. Online Document Signing4. Assured Periodic Tenancy Contract5. Right to Rent Check which includes following up for time-limited Visas6. Tenancy Disputes - Preparation and submission of evidence to MyDeposits <i>(applies only where agent has protected deposit)</i>7. Service of Legal Notices seeking possession		
Arranging the Energy Performance Certificate <i>(10 Year Duration)</i>	£90 inc VAT <i>(£75 plus VAT)</i>	
Gas Safety Certificate (GSR) Annual	£90 inc VAT <i>(£75 plus VAT)</i>	
Electrical Installation Condition Report	<i>Varies according to the property</i>	
Vacant Property Inspection Management Fee	£30 inc VAT <i>(£25 plus VAT)</i>	<i>Price Per Visit</i>
Appearance before any court or tribunal	£300 inc VAT <i>(£250 plus VAT)</i>	
Abortive Transaction	£300 inc VAT <i>(£250 plus VAT)</i>	In the case where Landlord decides not to proceed with letting the property after the satisfactory references and contract has been prepared





HMO Licensing/Selective Licensing	£300 inc VAT (£250 plus VAT)	Applying for any HMO License or Selective Licence on your behalf, plus the cost of the licence.
Additional Work	£120 per hour inc VAT (£100 per hour plus VAT)	Work not covered specifically in this agreement to be charged at an hourly rate, with a minimum charge of one hour (£120 inc VAT / £100 plus VAT) for any task.
Inventory Fees	<i>Fees Vary According to Size of Property</i>	Studio – £138 inc VAT (£115 plus VAT) 1 Bedroom – £150 inc VAT (£125 plus VAT) 2 Bedroom – £174 inc VAT (£145 plus VAT) 3 Bedroom – £216 inc VAT (£180 plus VAT) 4 Bedroom – £240 inc VAT (£200 plus VAT) 5 Bedroom – £276 inc VAT (£230 plus VAT)
Service of Notices including s.13 rent increases and notices seeking possession	£180 inc VAT (£150 plus VAT)	
<p><i>Please see Clause 6 of the Lettings and Management Terms overleaf for further important information in relation to our fees.</i></p> <p><i>Where a sharer change, tenancy variation, or assignment is requested, the fee charged to the Tenant is £50 (inc VAT), or the Agent's reasonable costs if higher, in accordance with Schedule 1 of the Tenant Fees Act 2019. Where the Agent's reasonable costs exceed £50, the Tenant will be notified in advance and provided with an itemised breakdown of those costs</i></p>		





The fees set out in the above tables are payable for the period in which the tenants we have introduced to you remain in occupation and for the duration of their tenancy.

Further information requested for HMO Applications:

1. Have you, or anyone associated to you, or mentioned on this form, had any unspent convictions relating to any of the following:
 - a. Fraud or other dishonesty;
 - b. Violence;
 - c. Drugs;
 - d. Sexual offences;
 - e. Unlawful discrimination in connection with any business; or
 - f. Any provision of housing or landlord and tenant law?

YES

NO

2. Have you, or anyone associated to you, or mentioned on this form, been found by a court or tribunal to have been involved with any unlawful discrimination on grounds of Sex; Colour; Race; Disability; Ethnic or National Origins?

YES

NO

3. Have you, or anyone associated to you, or mentioned on this form, had a judgement made against you or them by a court or tribunal relating to Housing, Public Health, Environmental Health or Landlord and Tenant Law?

YES

NO

4. Are there funds to deal with uninsured damage/insurance and maintenance to the property?

YES

NO

5. Have you or anyone associated with you within the last 5 years, been in control of a property that was subject to a Management Order?

YES

NO

6. Have you or anyone associated with you within the last 5 years, been in control of a property that has been refused a licence or breached conditions of a licence?

YES

NO





Responsibility for HMO Licensing and Planning Applications:

As part of our services, we aim to provide guidance on property transactions and management; however, we wish to clarify the following:

1. **Non-Consultancy Role:** We are not planning consultants, and we do not provide professional advice regarding planning applications, HMO licensing, or related matters. Any information provided is for general guidance only and should not be relied upon as expert advice.
2. **Property Owner Responsibility:** It is the sole responsibility of the property owner to:
 - o Confirm whether the proposed HMO application requires a planning application.
 - o Undertake all necessary steps to apply for planning permission and secure any required approvals.

We strongly recommend that property owners seek advice from qualified planning consultants or legal professionals to ensure compliance with local planning regulations and licensing requirements. By engaging our services, you acknowledge and accept these terms.

DATA PROTECTION

DEFINITIONS

(Data) Controller, (Data) Processor, Data Subject, Personal Data, Processing and 'appropriate technical and organisational measures': have the meanings set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) the UK General Data Protection Regulation (UK GDPR), (ii) the Data Protection Act 2018, (iii) the Privacy and Electronic Communications Regulations 2003 (as amended), and (iv) any successor or replacement legislation in force from time to time in the United Kingdom.

Both the Landlord and the Agent will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation as defined above.

The Landlord and the Agent acknowledge that for the purposes of the Data Protection Legislation, the Landlord is the Data Controller for the data they hold, and the Agent is a Data Controller for the data they hold.

Both the Landlord and the Agent shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

1. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
2. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
3. Not transfer any Personal Data outside the United Kingdom unless an appropriate transfer mechanism is in place under the Data Protection Legislation, which may include (a) transfers to jurisdictions





covered by a UK adequacy regulation, (b) the UK International Data Transfer Agreement (IDTA), (c) the UK Addendum to the European Commission Standard Contractual Clauses, or (d) Binding Corporate Rules, and a Transfer Risk Assessment has been carried out where required.

4. Assist the other party in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
5. Notify the other party without undue delay on becoming aware of a Personal Data breach of the Personal Data processed in connection with this Agreement; and
6. Maintain complete and accurate records and information to demonstrate its compliance with this Clause.
7. Both parties consent to the appointing of third-party processors of Personal Data, to be made known on request, under this Agreement. Both parties confirm that it has entered or (as the case may be) will enter with the third-party processors into an agreement incorporating terms which are substantially like those set out in this Clause. Each party shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.
8. Either party may, at any time on not less than 30 days' notice, propose a revision to this Data Protection Clause where required to reflect any change in the Data Protection Legislation or any applicable certification scheme. Any such revision shall not take effect without the agreement of both parties (such agreement not to be unreasonably withheld).

The Agent's Privacy Notice (available at elementproperties.co.uk) sets out in full how the Agent collects, uses and shares Personal Data, the lawful bases relied upon, retention periods, international transfer safeguards and the rights of Data Subjects under the Data Protection Legislation.





DECLARATION

You confirm and undertake to us that:

- (1) you are the sole or joint owner(s) of the Property,
- (2) you have obtained or will obtain prior to the start of the tenancy all the necessary consents and licenses to allow you to lawfully let the Property, including those of any joint owners, mortgage lenders, superior landlords, or freeholders and will provide us with evidence of consent prior to the start of the tenancy,
- (3) the Property and its contents fully comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988, the Gas Safety (Installation and Use) Regulations 1994, the Electrical Equipment (Safety) Regulations 1994, and the Housing Act 2004 and Regulations made under it relating to Homes in Multiple Occupation (HMO), all as amended,
- (4) insofar as the Regulatory Reform (Fire Safety) order 2005, as amended, applies to the Property, you have fully complied with its provisions,
- (5) Neither the Landlord, any joint landlord, nor any beneficial owner of the Property is designated or specified under the Sanctions and Anti-Money Laundering Act 2018, and the Landlord undertakes to notify the Agent promptly if their status changes.

NOTE: Before signing this agreement, it is important that you carefully read and understand this agreement including all the Lettings and Management Terms overleaf. Only sign this agreement if you wish to be bound by all the terms and conditions it contains. If there is anything you do not understand or do not agree with, please discuss it with one of our representatives before signing. Please complete the Landlords information section which accompanies this agreement in full.

PLEASE NOTE: This section below only applies if you sign this agreement during a visit attended by an Element Properties & Co. representative to your home or place of work or the property to be let or to the home of another individual.

AGREEMENT OF INSTRUCTION PRIOR TO 14-DAY CANCELLATION PERIOD

I agree that work described in the Letting and Management Services Agreement relating to the following address can be started immediately.

ADDRESS OF THE PROPERTY TO BE LET

Address.....

Post Code

Client Signature

Print Name

Date

Client Signature

Print Name

Date





1 LETTINGS + RENT COLLECTION SERVICE

If you instruct us to provide the Rent Collection Service, we will carry out all of the following:

1.1 1.1 Preliminary

- 1.1.1** Visit the Property and advise you as to the appropriate market rental value.
- 1.1.2** Provide recommendations as to how best to present the Property, together with information regarding relevant legislation including (without limitation) the Renters' Rights Act 2025, the Tenant Fees Act 2019, the Housing Act 1988 (as amended), and applicable licensing schemes.

1.2 1.2 Marketing the Property

- 1.2.1** Prepare property particulars including professional photographs and floor plans.
- 1.2.2** Advertise the Property on our website and on the major property portals (including Rightmove, Zoopla, On the Market and PrimeLocation), through social media, and occasionally in local publications.
- 1.2.3** Erect a "To Let" board, where allowed.
- 1.2.4** Provide details of the Property to suitable applicants and relocation agents.
- 1.2.5** Arrange and conduct accompanied viewings with prospective tenants.
- 1.2.6** Provide you with regular feedback and notify you of all viewings and offers.
- 1.2.7** Occasionally appoint a sub-agent on your behalf. This will not involve any additional fees or costs and we will be liable for any sub-agent's commission. Your obligations to us for payment of our fees are unchanged.
- 1.2.8** We will require a set of keys to conduct accompanied viewings.

1.3 1.3 Securing the Tenancy

- 1.3.1** Interview prospective tenants and negotiate the terms of the tenancy on your behalf.
- 1.3.2** Conduct reference checks on prospective tenants and any guarantor through an independent referencing provider.
- 1.3.3** Carry out Right to Rent checks under the Immigration Act 2014.
- 1.3.4** In compliance with the Renters' Rights Act 2025, we will not invite, encourage or accept offers of rent above the advertised rent, and will not discriminate against any prospective tenant on the basis that they receive benefits or have children.
- 1.3.5** Prepare the Assured Periodic Tenancy Agreement, the Guarantor Agreement (where applicable), and any related documentation.
- 1.3.6** Issue the Government's "How to Rent" guide to the tenant before the tenancy begins.
- 1.3.7** Collect the deposit from the tenant and either:
 - a) protect the deposit with the MyDeposit Scheme on your behalf and serve the Prescribed Information in accordance with section 213 of the Housing Act 2004; or





- b) transfer the deposit to you, in which case it is your responsibility to protect it with a Government-approved tenancy deposit scheme within 30 days of receipt and serve the Prescribed Information on the tenant. See Clause 7 for further details.

- 1.3.8** Unless otherwise instructed, arrange for an inventory to be prepared and checked at the start of the tenancy by an independent inventory clerk. The clerk will charge separately for this service. Whilst we take great care in choosing and overseeing inventory clerks, the contract for the inventory clerk's service is between you and the inventory clerk and we cannot accept responsibility for any loss or damage caused by the neglect or default of any inventory clerk.

Please Note: Where a holding deposit has been accepted from a prospective tenant but you decline to rent the Property to that person (except where they have failed referencing), the holding deposit will be refunded to the tenant in full but you will be liable to pay our reasonable fees and costs incurred (see the Abortive Transaction section of the Miscellaneous Fees table). Where a prospective tenant fails referencing, the holding deposit is normally paid to you minus the cost of the referencing.

1.4 During the Tenancy

While the Property is let, we will:

- 1.4.1** Receive rent, submit statements of account, and remit the rent to you in such manner and at such intervals as agreed, less:
 - a) our fees including VAT;
 - b) such sums as we pay out with your authority; and
 - c) if you are not resident in the UK, such sums as we are obliged to deduct and pay to HM Revenue & Customs.
- 1.4.2** Attempt to contact the tenant by email and telephone in the event of any instalment of rent being in arrears for more than 7 days. If we are unable to secure payment within 7 days of our first attempt, we will report the position to you. We will continue to attempt to secure payment, and if rent is more than 28 days in arrears we will report again to you, at which point it will be your responsibility to instruct solicitors or take such other action as you deem appropriate. Please note that under the Renters' Rights Act 2025, the threshold for mandatory possession on rent arrears grounds (**Ground 8**) is now three months' arrears, with a four-week notice period. Our reporting timeline above is intended to keep you informed early; the decision on when to instruct solicitors is yours, considering the statutory thresholds.
- 1.4.3** If requested, submit copies of statements of account to your accountant or another third party with your permission.
- 1.4.4** On your instruction, serve a Section 13 notice (Form 4A) under the Housing Act 1988 (as amended by the Renters' Rights Act 2025) to propose an increase in the rent. Our fee for this is set out in the Miscellaneous Fees table. We do not advise on the appropriate level of the proposed rent and we do not represent the Landlord at any First-tier Tribunal referral.
- 1.4.5** Where a tenant gives notice to leave, re-let the Property and carry out all of the activities described in clauses 1.1 to 1.3 above for any incoming tenant during the term of this Agreement.

Please note: At the end of the tenancy, you must tell the tenant within 10 working days of the end of the tenancy whether you propose to make any deductions from the deposit, and you will be responsible for negotiating directly with the tenant in relation to the return of the deposit. See Clause 7 below for details of the tenancy deposit protection schemes which apply.





2 TERMINATION OF THE RENT COLLECTION SERVICE

- 2.1** Except as otherwise specified in this Agreement, the Rent Collection Service shall remain in effect for the duration of any tenancy in which:
- 2.1.1** the tenant(s) introduced by us occupies the Property; or
 - 2.1.2** a person introduced by a tenant that has been introduced by us occupies the Property; or
 - 2.1.3** a person associated with a tenant that has been introduced by us occupies the Property — see clause 6.2.3 for the meaning of "associated"; or
 - 2.1.4** a tenant introduced by us occupies any other property let by you.
- 2.2** You may terminate the Rent Collection Service by giving us not less than two months' written notice, to expire at the end of a rental period of the tenancy. We shall be entitled to receive rent and make the deductions specified in clause 1.4.1 above during the two-month notice period. For the avoidance of doubt, this right to terminate applies whether or not the tenant has given notice to end the tenancy, and is in addition to any right to terminate under clause 8.1 (Termination for Breach of Contract).
- 2.3** We may terminate the Rent Collection Service by giving you not less than two months' written notice, by email or post.

2.4 Where the Rent Collection Service is terminated whilst the Property continues to be let, and where we hold the Deposit or otherwise have responsibilities under a tenancy deposit protection scheme in relation to the Deposit, you will endeavour to agree with the tenant a variation to the terms under which the Deposit is protected so that we no longer hold the deposit or have any continuing responsibility in relation to it. From the date of termination, we shall have no responsibilities in relation to the Deposit beyond the minimum implied by law and the responsibilities imposed on us by the rules of the relevant tenancy deposit protection scheme. Until such time (if any) as you obtain the tenant's consent to such a variation and that variation comes into effect, you agree to pay us at the hourly rate specified in the Additional Work section of the Miscellaneous Fees table for all work we are required to do in relation to the deposit.

2.4 Additional Work

Our Rent Collection Service fees cover the work described in clauses 1 to 2 above. Unless we manage your Property, any additional work will be charged at the rate specified in this Agreement, or if no rate is specified, at the hourly rate set out in the Additional Work section of the Miscellaneous Fees table.





3 **FULL MANAGEMENT SERVICE**

The Full Management Service includes **all of the services described in clauses 1 and 2 above (the Lettings + Rent Collection Service)**, **plus** the additional services set out below.

3.1 **Routine Visits**

- 3.1.1** We will visit the Property at least twice a year and (if requested and at no additional cost) report to you after each visit. Each visit will be a brief inspection to report on general condition and will consider only apparent or obvious defects.
- 3.1.2** Any report produced following a visit described in clause 3.1.1 above is not intended to be a detailed survey, nor should any written report be regarded as a guarantee or warranty as to the state or condition of the Property. Whilst we always endeavour to ensure the accuracy of any such report, we do not accept liability for any omission or inaccuracy in any statement contained in such a report.

3.2 **Non-Routine Visits**

- 3.2.1** We will visit the Property if we deem it necessary, for instance to inspect a serious defect, at no additional cost. We may, at our discretion, include a non-routine visit as one of our two routine inspections under clause 3.1 above.
- 3.2.2** In the event of having to visit the Property when the tenant is unable to be present (for example, to meet a contractor in connection with the repair or maintenance of any appliance or equipment, or to meet utility employees or contractors who are unable to collect keys from our office or give a specific time of call), we reserve the right to charge an attendance fee of £30 (inc VAT) plus an additional £30 (inc VAT) per hour waiting time.

3.3 **Receipt of Funds**

It is your responsibility to ensure that we receive cleared funds in advance of making any payment on your behalf. If we do not have sufficient cleared funds to make a payment, we will be under no obligation to make it (unless it is our fault we do not have sufficient funds). When sending funds to us, please remember that a cheque usually takes between 5 and 7 working days to clear once it has been deposited in our bank account, and that it can take between 3 to 5 working days for electronic transfers from UK bank accounts to reach our account. Transfers from overseas will take longer.

3.4 **Outgoings**

We will pay, out of rents received, current outgoings and such accounts as may be directed to us in respect of the Property. Examples include gas safety certificates (which may also include works required to make gas appliances or the supply compliant), insurance premiums, utility accounts (where appropriate), ground rent and service charges, and similar contributions to shared expenses. Although we do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts which appear on their face to be in order.

3.5 **Contingency Float**

- 3.5.1** All managed properties are subject to a discretionary float of £300.
- 3.5.2** If, after the tenancy agreement is entered into, your tenant has volunteered to pay more than one month's rent in advance, we will set up a float of £500 to pay any outgoings. We will take this from the initial payment of rent and maintain it at the appropriate level from subsequent net rents. We reserve the right to increase the float if there is expected expenditure before the rent is next due. We may require additional funds from you if there are insufficient funds in your account to meet any outgoings.





3.6 Repairs and Maintenance

- 3.6.1** We will deal with day-to-day management matters brought to our attention, including arranging repairs and renewals that we consider necessary in the interest of good management, up to a maximum of £300 (including VAT) without your prior written consent. Estimates will be obtained and submitted to you for works likely to cost more than £300 (including VAT) unless in an emergency. In an emergency (such as no heating and/or hot water, no lights, serious water leak, gas escape, or damage from a break-in compromising the security of the Property) we will still attempt to contact you, but if we cannot do so in the time available we will take such action as we consider reasonably necessary to protect the Property. Funds used to carry out these works will be taken from rent or any float received, or a combination of both if necessary. This £300 limit applies to general repairs and maintenance. Statutory compliance work is governed by clause 3.10, which provides separate authorisation in defined circumstances
- 3.6.2** All contractors we employ on your behalf will have been carefully assessed by us for quality of work, reliability, trustworthiness and GDPR compliance. They are independent of us and we receive no payment or gratuity of any kind from them. While we take great care in choosing and overseeing contractors, the contract for any works carried out is between you and the contractor, and we cannot accept responsibility for any loss or damage caused by the neglect or default of any contractor.
- 3.6.3** The Landlord is responsible for ensuring that gas installations are maintained in good working order and checked for safety at least every 12 months by a Gas Safe registered engineer, who must provide a copy of the certificate. A copy must also be supplied to the tenant. If we are not provided with a valid certificate prior to the commencement of a tenancy, we will call a Gas Safe registered engineer to inspect all gas appliances and installations and carry out any remedial works where necessary. The cost incurred will be debited to the Landlord's account. No tenancy can commence until we are in receipt of a valid gas safety certificate.
- 3.6.4** When a Gas Safety record falls due for renewal on our managed service, if the Landlord has not provided us with the renewed documentation and certificate by 7 days prior to the date of renewal or expiry, we will initiate all work that might reasonably be required to ensure all appliances in the Property comply with the Gas Safety (Installation and Use) Regulations 1998. The cost of such work will be the responsibility of the Landlord.
- 3.6.5** We will manage compliance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, including arranging the five-yearly EICR inspection and any remedial works required. The cost of inspections and any remedial works will be debited to the Landlord's account.

3.7 Insurance

We will lodge and oversee any insurance claim relating to the Property on your behalf. For insurance claims over £1,000 (which would normally require the appointment of a loss adjuster) we reserve the right to charge a fee of 12% (including VAT) of the total claim, subject to notifying you in advance. This covers our time in arranging quotations, meeting with the loss adjuster, overseeing repair work or replacement purchases, and negotiating the claim on your behalf. We will try to include our fee in the claim but some insurance companies may decline to pay it.

3.8 Party wall notices, local planning notices, neighbour disputes, etc.

- 3.8.1** We will forward any party wall notices or planning notices we receive to you for your instructions. For party wall notices or disputes we can recommend and appoint a qualified building surveyor on your behalf to protect your interests. They will be independent of us and may charge a fee.
- 3.8.2** We are happy to act on your behalf in connection with neighbour disputes, or disputes between neighbours or with managing agents or freeholders in blocks or flats.





- 3.8.3** If these matters are straightforward, we would not make an additional charge, but we reserve the right to charge a fee where the matter becomes involved or prolonged. Our fee for this would be at the hourly rate set out in the Additional Work section of the Miscellaneous Fees table, subject to notifying you in advance.

3.9 End of Tenancy Claim and Deposit

At the end of the tenancy, on receipt of a report compiled by the independent inventory clerk, we will, if necessary, visit the Property and arrange for those items mentioned in the report to be costed and an end-of-tenancy claim to be submitted to you for approval, and then to the tenant. The Landlord will be responsible for the cost of both the check-in and check-out inventories. See Clause 7 below for details of the tenancy deposit protection schemes which apply.

3.10 Statutory Compliance and Authority to Instruct

- 3.10.1** The Landlord authorises the Agent to instruct, arrange, re-instruct and (where required) carry out remedial works in connection with any of the following statutory compliance items, and to debit the reasonable cost from rent received or call for payment from the Landlord where rents are insufficient:
- (a) **Gas Safety** — annual inspections and any remedial works required to comply with the Gas Safety (Installation and Use) Regulations 1998, as referred to in clause 3.6.3;
 - (b) **EICR** — five-yearly Electrical Installation Condition Reports (or earlier if required by the most recent report) and any remedial works required to comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, as referred to in clause 3.6.5. C1, C2 and FI defects identified in any EICR shall be remediated within 28 days of the report or such shorter period as the report specifies;
 - (c) **Energy Performance Certificate (EPC)** — commissioning a new EPC where one is not in place or where the existing EPC has expired or is about to expire, in accordance with the Energy Performance of Buildings (England and Wales) Regulations 2012;
 - (d) **Portable Appliance Testing (PAT)** — where applicable, annual testing of portable electrical appliances supplied by the Landlord where the Property is let furnished or part-furnished;
 - (e) **Smoke and Carbon Monoxide Alarms** — installation, replacement, testing and maintenance of smoke alarms and carbon monoxide alarms in accordance with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, including ensuring all alarms are tested and confirmed working on the first day of each tenancy;
 - (f) **Legionella** — where applicable, periodic risk assessments and any required follow-up actions in accordance with the Health and Safety Executive's Approved Code of Practice L8;
 - (g) **Right to Rent** — initial and follow-up checks under the Immigration Act 2014, including re-checks for tenants on time-limited visas at the appropriate intervals;
 - (h) **HMO and Selective Licensing** — applications, renewals, and compliance with conditions imposed under Parts 2 and 3 of the Housing Act 2004, including any local authority designation in force from time to time. The Landlord acknowledges that the licence fees and any associated costs are payable by the Landlord
 - (i) **Tenancy Deposit Protection** — registration of deposits with the MyDeposit Scheme and service of the Prescribed Information in accordance with section 213 of the Housing Act 2004;
 - (j) **Private Rented Sector Database** — registration of the Property and provision of any required information to the Private Rented Sector Database, once operational under Part 2 of the Renters' Rights Act 2025; and





(k) **Other compliance obligations** — any new or replacement statutory or regulatory obligation introduced from time to time relating to the letting or management of the Property, including (without limitation) those arising under the Renters' Rights Act 2025 and any subordinate legislation made under it.

3.10.2 The Agent shall act reasonably in instructing compliance works and shall, where reasonably practicable, obtain the Landlord's prior approval before instructing work expected to cost more than £300 (inc VAT). The Agent may proceed without prior approval where:

(a) the work is required urgently to avoid criminal liability, civil enforcement action, invalidation of insurance, or risk to the safety of tenants or members of the public;

(b) the Landlord has failed to respond to a request for instructions within a reasonable time given the urgency of the matter; or

(c) the work is necessary to comply with a notice or order served by a local authority or other regulatory body.

3.10.3 No tenancy will commence, and no continuation of an existing tenancy will be supported by the Agent, unless the Property is in compliance with the requirements of clauses 3.10.1(a), (b), (c) and (e). If the Landlord fails to provide evidence of compliance with these items at least 7 days before a tenancy is due to commence or before any existing certificate is due to expire, the Agent is authorised to instruct the necessary inspection or remedial work and debit the cost to the Landlord's account.

3.10.4 The Agent's authority under this clause 3.10 is in addition to, and not in substitution for, the Agent's authority under clause 3.6 (Repairs and Maintenance) and clause 3.4 (Outgoings).

3.10.5 Nothing in this clause obliges the Agent to act as a "responsible person" under the Regulatory Reform (Fire Safety) Order 2005 (the "Fire Safety Order"), and the Landlord acknowledges that responsibility for compliance with the Fire Safety Order remains with the Landlord at all times, as set out in clause 5.5.

4 TERMINATION OF THE MANAGEMENT SERVICE

4.1 During the course of the tenancy, if you wish to terminate our management service you must give us not less than two months' notice in writing.

4.2 We may give you not less than two months' notice in writing to terminate our Management Service.

4.3 Where the Management Service is terminated whilst the Property continues to be let and or Rent Collection Service being provided, and where we hold the Deposit or otherwise have responsibilities under a tenancy deposit protection scheme in relation to the Deposit, you will endeavour to agree with the tenant a variation to the terms under which the Deposit is protected so that we no longer hold the Deposit or have any continuing responsibility in relation to it. From the date of termination of the Management Service, we shall have no responsibilities in relation to the Deposit beyond the minimum implied by law as a stakeholder (if relevant) and the responsibilities imposed on us by the rules of the tenancy deposit protection scheme under which the Deposit is protected. Until such time (if any) as you are able to obtain the tenant's consent to such variation and such a variation comes into effect, you agree to pay us at the hourly rate specified in the Additional Work section of Miscellaneous Fees within the Lettings & Management Service Agreement for all work we are required to do in relation to the Deposit.

5 WHAT IS NOT INCLUDED IN OUR SERVICES





WE DO NOT

- 5.1** Transfer utility accounts and council tax from Tenants names to Landlord's names and vice versa as many providers do not allow us to do so.
- 5.2** Deal with any consents to the tenancy which you may require unless specifically agreed, in which case, as noted in the Additional Work section of Miscellaneous Fees within the Lettings & Management Service Agreement, a fee of £120 per hour (inc VAT) will be payable in respect of the time taken to compile and send each consent applied for). Examples of consents you may require include 'consent to let' from your Landlord and from your mortgage lender. These must be obtained before the tenancy is entered into and may have to be renewed from time to time. If the Property is leasehold, you should provide us with a copy of your lease, which if necessary, may be passed on to your tenant.
- 5.3** Make any enquiries to your insurers as to whether buildings or contents policies are in place or will remain in force whilst the Property is tenanted. You should, however, do so and preferably obtain confirmation in writing that your insurance policies will remain in full force and effect for the duration of the tenancy. You should take the opportunity to check that the sums insured, and the risks covered are adequate (including cover during any period that the property is left vacant whether between tenancies or during a tenancy). If there are any items of any sentimental value or attachment in the Property, you should consider removing them. It is worth considering taking out loss of rent insurance. Please ask one of our Lettings Team for more details.
- 5.4** Check any furnishing, gas or electrical equipment for compliance with relevant fire and safety regulations. You must ensure that all furnishings, gas and electrical equipment comply with all relevant regulations and, if required, is regularly inspected and serviced. We can, if required, arrange for gas and electrical safety checks to be carried out on your behalf. You will be responsible for the contractor's fees and if we are not managing the Property, we will require funds in advance before any contractors are instructed to carry out the works. For more information please visit <https://www.gov.uk/renting-out-a-property>.
- 5.5** We do not carry out any functions or fulfil any obligations of a "responsible person" under the Regulatory Reform (Fire Safety) order 2005, as amended ("the Fire Safety Order") in respect of the Property. As between you and us, it is your sole responsibility to determine what your obligations under the Fire Safety Order are and to ensure that the provisions of the Fire Safety order, in so far as it is applicable to the Property, are fully complied with at all times. If we reasonably believe that you have failed, or will fail, to comply with the Fire Safety Order in a way which may cause us to breach any obligation we may have under the Fire Safety Order (if any), we shall be entitled, but not obliged, to take such action as we may reasonably consider to be appropriate to avoid or resolve any such breach. Such action may include instructing contractors on your behalf at your expense and paying them from funds, including rents received, held on your behalf. We shall be entitled to invoice you in respect of our time in relation to such action at the hourly rate specified in the Additional Work section of Miscellaneous Fees within the Lettings & Management Service Agreement.
- 5.6** Accept responsibility for any act or default of the tenant nor do we guarantee that the tenant will pay rent on time, or at all, will leave the Property if served with a notice seeking possession, or otherwise comply with the terms of the Tenancy Agreement.
- 5.7** Undertake proceedings in the event of non-payment of rent or other breach by the tenant although if so authorised by you, will assist your solicitors in this regard. We will make a charge at the hourly rate specified in the Additional Work section of Miscellaneous Fees within the Lettings & Management Service Agreement.
- 5.8** Deal with any tax liability in respect of rent received/ receivable although you should note that in certain circumstances we may be obliged to deduct and pay tax to HM Revenue & Customs.
- 5.9** Pay interest on funds we hold in the normal course of business.
- 5.10** We will not be held responsible for any late payment charges, fines or court summons, except where caused by our negligence or breach of contract.





6 OUR FEES

6.1 VAT

All fees quoted are inclusive of VAT at the current rate of 20%. If the rate of VAT increases, we will increase our fees accordingly.

6.2 Basis of Fees

- 6.2.1 The Rent Collection Service and Administration fees are payable during the period for which the Rent Collection Service and Management Service is in effect.
- 6.2.2 All other fees are payable on demand, during the period in which the service is provided. Payment of our fees is due from you whether or not the tenant pays the whole or any part of the monthly rent..
- 6.2.3 A person shall be associated with a tenant, if;
 - 6.2.3.1 One of them is related to the other as husband or wife, partner in civil partnership, son or daughter, son or daughter in law, grandson or granddaughter, mother or father, grandmother or grandfather, brother or sister, niece or nephew, first cousin; or
 - 6.2.3.2 They are partners in the same business partnership, members of the same limited liability partnership, or directors of the same company; or
 - 6.2.3.3 One of them is a director of the other (being a company) or member of the other (being a limited liability partnership) or owns or controls, directly or indirectly, not less than 30% of the voting rights of the other (being a company).
- 6.2.4 For the purpose of calculating our fees, any premium or consideration in lieu of rent shall be treated as rent.
- 6.2.5 If during the first three months of the tenancy you complete the sale or transfer of the Property, you will remain liable for payment of our fees until the end of that three month period.
- 6.2.6 This Clause 6.2 will survive any termination of the Agreement other than a termination following a material (i.e. serious) breach of contract by us.

6.3 Miscellaneous expenses

We reserve the right to make a reasonable charge in respect of portorage, storage, delivery, travel, telephone, copying, bank charges, and other out of pocket expenses incurred.

6.4 Interest

You will owe us interest on any fees which are not paid within 14 days of the due date at the rate of 4% per annum above the base rate of the Bank of England.

7 TENANCY DEPOSIT PROTECTION – ASSURED PERIODIC TENANCIES





7.1 The following provisions of this Clause 7, except Clause 7.8, only apply where the Property is let on an assured periodic tenancy. The arrangements for holding and returning the deposit where another form of tenancy is involved will be as stated in the relevant tenancy and in Clause 7.8.

7.2 **In this Clause:**

7.2.1 "Deposit" means the deposit received from the tenant.

7.2.2 "ADR" means the Alternative Dispute Resolution service

7.2.3 "Tenant" means the tenant of the Property under an assured periodic tenancy.

7.3 We are members of the MyDeposit Scheme.

7th Floor Corn Exchange
55 Mark Lane
London
EC3R 7NE

Phone 0333 321 9401

Email: info.custodial@mydeposits.co.uk

7.4 If we are instructed by you to protect the Deposit, we shall do so under the terms of the MyDeposit Scheme. Registration of the deposit with the MyDeposit Scheme is included in the Administration Fee set out in the Miscellaneous Fees table

7.5 If you decide to hold the deposit yourself you must inform us in writing before the start of the tenancy. We will transfer the funds to you within 5 working days of receiving them. You must then register the deposit with a Government-approved tenancy deposit protection scheme, and serve the Prescribed Information on the tenant, so that registration and service of the Prescribed Information are completed within 30 days of our original receipt of the deposit from the tenant. If you fail to do so, the tenant may take legal action against you in the County Court. The Court may order that you pay the deposit back to the tenant or lodge it with a custodial scheme, and may also order you to pay the tenant compensation of between one and three times the amount of the deposit, at the Court's discretion. You will not be able to serve a notice seeking possession until you comply with the above conditions, and the Court will not grant you a possession order. We have no liability for any loss suffered by you if you fail to comply.

7.6 If we hold the Deposit, we do so as stakeholder which means that it does not belong to us and we cannot release it to either you or the tenant without the consent of the other party or the authority of an order of a court or an arbitrator.

7.7 **At the end of the tenancy – where the deposit is subject to the terms of the MyDeposit Scheme**

7.7.1 Providing there is no dispute we will retain any amounts agreed as deductions where expenditure has been incurred on your behalf or repay the whole or the balance of the Deposit according to the conditions of the tenancy agreement between you and the tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

7.7.2 If, after 10 working days following notification of a dispute to us and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between you and the tenant over the allocation of the Deposit it will be submitted to the Alternative Dispute Resolution (ADR) service for adjudication. All parties agree to co-operate with any adjudication.

7.7.3 The statutory rights of either you or the tenant(s) to take legal action against the other party remain unaffected.





7.7.4 It is not compulsory for the parties to refer the dispute to the ADR 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 condition of the tenancy agreement signed by both parties, refer the dispute back to the ADR for adjudication. If the parties do agree that the dispute should be resolved by the ADR, they must accept the decision of the ADR as final and binding.

7.7.5 If there is a dispute, we must remit to MyDeposits 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 you or we want to consent to it. Failure to do so will not delay the adjudication but MyDeposits will take appropriate action to recover the deposit and discipline us.

7.7.6 We must co-operate with the ADR in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

7.8 Dealing with disputes from non-Assured Periodic Tenancies

The ADR may agree to resolve any dispute over the allocation of these deposits, by arrangement. If they do:

7.8.1 The ADR will propose what they consider to be the most effective method of resolving the dispute.

7.8.2 You, the tenant and we must consent in writing to their proposal.

7.8.3 Disputes will be subject to a fee of £600 including VAT or 12% of the deposit (including VAT), whichever is greater.

7.8.4 The resolution process will not start until the parties' consent; the disputed amount and the fee has been submitted.

7.8.5 The Agent shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to the Agent.

Please note that Element Properties Alexandra Park Ltd will only take responsibility for dealing with the deposit if the service agreed is Management. Any reference to disputes and organising of the deposit shall in turn be the Landlords responsibility if any other service bar Full Management is selected.

8 GENERAL

8.1 Termination for Breach of Contract

8.1.1 Either you or we may terminate the Agreement with immediate effect by notice in writing to the other if the other has committed a material (i.e. serious) breach of contract and such breach, if capable of remedy, has not been remedied within a reasonable period of time of being brought to the attention of the party who committed it.

8.1.2 If the breach of contract complained of is your failure to pay our fees, then the reasonable period we have to give you to pay our fees is 14 days from the date we bring the fact of non-payment to your attention.

8.2 Incorrect information

You warrant that all information you have provided to us is correct to the best of your knowledge and belief. In the event you provide incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken against us, you agree to reimburse and compensate us for all losses suffered.





8.3 Claims made against us

You will fully reimburse and compensate us for any loss, damage, or liability (including legal fees) we incur whilst acting on your behalf, including any liability we may have under any Act of Parliament or other legislation, unless it is due to our negligence or breach of contract.

8.4 Two or more clients

Each person who signs the Lettings & Management Service Agreement agrees to be bound by it and to pay all sums due to us under any provisions of the Agreement on a "joint and several" basis. This means each of you are liable to us for the whole of any amount due to us and not just your proportionate share. If we have to take court action against any of you we do not need to take action against all of you.

8.5 You acknowledge and agree that we, Element Properties Alexandra park Ltd trading as Element Properties & Co, shall be entitled at any time and without your prior written consent, to assign, transfer, or otherwise dispose of the whole or any part of the benefit of this Agreement (including all rights, obligations, client relationships, and accrued entitlements arising under it) to any third party that acquires, whether by way of sale, transfer, merger, reconstruction, or otherwise, the whole or a substantial part of the business or assets of the Agent ("a Successor Agent"). We will exercise our rights under this clause in good faith and will only assign to a Successor Agent we reasonably believe is capable of performing the obligations under this Agreement to a standard equivalent to our own.

8.6 For the avoidance of doubt, any such assignment pursuant to clause 8.5 shall not require you to enter into a novation agreement or any other form of tripartite agreement with the Successor Agent. Your existing rights and obligations under this Agreement shall remain unaffected by any such assignment, and the terms and conditions of this Agreement shall continue to apply in full as between the Landlord and the Successor Agent from the date of assignment.

8.7 Upon any assignment taking effect under clause 8.5, we will provide you with written notice of the assignment as soon as reasonably practicable, and in any event no later than **14 days** following the date on which the assignment becomes effective. Such notice shall include:

8.7.1 the full legal name and registered address of the Successor Agent;

8.7.2 the effective date of the assignment; and

8.7.3 details of any changes to contact information, client account arrangements, or service delivery that you should be aware of.

8.8 Following any assignment under this clause 8, the Successor Agent shall:

8.8.1 assume all of the Agent's rights, duties, and obligations under this Agreement from the effective date of the assignment;

8.8.2 honour all existing service arrangements, fee structures, and terms agreed between the original Agent and the Landlord under this Agreement; and

8.8.3 ensure that all client monies, deposits, and funds held on your behalf as Landlord are transferred to a compliant client account maintained by the Successor Agent without delay and in accordance with applicable regulatory requirements.

8.9 Clauses 8.5 to 8.8 shall apply to all Landlords who have entered into this Agreement prior to the date of any assignment, and such Landlords shall be deemed to have consented to any assignment effected in accordance with this clause by virtue of their entry into, or continued performance under, this Agreement, provided that the Successor Agent is a properly authorised and regulated letting or managing agent, including membership of an approved redress scheme and holding valid Client Money Protection in accordance with applicable law. Where the Successor Agent does not, or ceases to, meet these standards, the Landlord may terminate this Agreement on **14 days'** written notice from the date the Landlord receives the notification under clause 8.7 without further obligation, and without liability for any fees that would otherwise have accrued during a notice period.





8.10 Where this Agreement is renewed, whether on the same or varied terms, clauses 8.5 to 8.11 shall be incorporated into and form part of the renewed agreement without the need for any further consent from you and your signature on any renewal of this Agreement shall constitute acknowledgement and acceptance of the terms of the aforementioned clauses.

8.11 For the avoidance of doubt, the rights of assignment conferred upon us by clause 8.5 shall survive any renewal, variation, or extension of this Agreement and shall continue in full force and effect for the duration of the contractual relationship between the parties.

8.12 **Applicable Law & Jurisdiction**

8.12.1 The Agreement shall be governed by and interpreted in accordance with the Law of England and Wales.

8.12.2 The courts of England and Wales shall have jurisdiction in relation to any dispute arising out of, or in connection with, the Agreement.

8.13 **Licensed properties (non-managed)**

Following recent changes in legislation there are now three types of licensing regime in operation which includes HMO (House in Multiple Occupation) and selective licensing whereby some rented properties now need to be licensed by local authorities before they can be rented out.

8.13.1 HMO MANDATORY LICENSING - You must have this licence if your property is rented to 5 or more people who form more than one household and where tenants share toilet, bathroom or kitchen facilities.

8.13.2 ADDITIONAL LICENSING - this applies to any property let to 3 or more occupants who form 2 or more households (i.e. not all members of the same family). Rules vary in different local authorities so you are advised to check the position with your local authority Council Housing Office in which the Property is located.

8.13.3 SELECTIVE LICENSING – depending on the local authority, this could apply to ALL private rented properties in a designated area that do not already require a license under the mandatory HMO or Additional licensing scheme. Each scheme is different, and it only operates in some areas. Each local authority operates differently and has their own criteria. For further information and clarification about your property and the licencing requirements please ask your office manager who will be happy to advise or speak to your Local Authority.

Please note that Element Properties Alexandra Park Ltd will not make any Licence Application on your behalf if we do not manage your property and it is the responsibility of the landlord to ensure that they have the necessary licence they require.





9 COMPLAINTS HANDLING PROCEDURE

- 9.1 If you have a complaint regarding our services, you should raise this with us in the first instance by writing to info@elementproperties.co.uk, so that we have the opportunity to investigate and resolve the matter. All complaints will be handled in accordance with our **Complaints Handling Procedure**, which is available on request and on our website. We will acknowledge and respond to your complaint within the timescales set out in that policy. If you remain dissatisfied following our final response, or if eight weeks have passed since the complaint was first made, you may refer the matter to our independent redress provider:

The Property Redress Scheme (PRS)

**7th Floor Corn Exchange
55 Mark Lane
London
EC3R 7NE**

Tel: 0333 321 9418
Website: www.theprs.co.uk

Any referral must be made within 12 months of our final response

Notice of the Right to Cancel

Date.....

Element Properties Alexandra Park Ltd trading as Element Properties & Co. relating to

Property to be Let.....

You have the right to cancel this agreement within 14 days of signing, without giving any reason.

Marketing of the property will not commence until the 14-day cooling off period is complete, unless you confirm in writing by email or by post that you wish the contract to commence.

If we intend to recover costs incurred during this cancellation period, we will write to you advising of any costs which may be incurred before incurring those costs.

If you wish to cancel this agreement you must do so in writing by email or by post to:

The Lettings Manager,
Element Properties & Co.
26 Palace Gates Road, London, N22 7BN

Office: 020 8057 0777

