



# Lettings Terms and Conditions of Business, Fees and Expenses

Property address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

\_\_\_\_\_

Landlord's correspondence address (must be UK address for service):

\_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Home tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Which account would you like us to pay the rent to?

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Account no: \_\_\_\_\_

Sort code: \_\_\_\_\_

Account name: \_\_\_\_\_

Please confirm that while Waymour and Parr is letting your property, you will be resident:

In the UK  Overseas

Is the property furnished? Yes  No

I confirm that the above information is accurate. I also understand that I may have the right to cancel this agreement within 14 days of signing this contract as detailed on pages 6 and 8 herein. Where you are a joint-owner of the property you hereby warrant that you have ensured you are authorised to instruct us on behalf of all joint-owners. See also Clause 3.1.4 of these terms.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to The Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice. Waymour and Parr Ltd, 78 Guibal Road, Lee, Lewisham, London, SE12 9LZ Company registration 11496973

# Lettings Terms and Conditions of Business, Fees and Expenses

## Waymour and Parr' Commission Fees

Waymour and Parr' fees are set out in detail in the agreement below (and over the following pages) and you are reminded to read the terms very carefully. Waymour and Parr' commission fees are set out in clauses 1.1 and 1.2 below.

Under the Terms and Conditions below (and over the following pages), you will be liable to pay Waymour and Parr' commission fees in respect of the initial period of the tenancy AND ALSO in respect of periods after the end of that initial period where the original tenant introduced by Waymour and Parr remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation. Renewal Commission will be charged in advance and will only be payable for the first two years' of Renewals.

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

After the initial period of tenancy and two years' of Renewals, Waymour and Parr' obligations under this agreement will cease. Waymour and Parr will offer you the opportunity of continuing to receive the benefit of Waymour and Parr' services. The charge for continuing with Waymour and Parr' services is 6% + VAT (7.2% inc VAT) of the rent received by the landlord, or 10% + VAT (12% inc VAT) if you require Waymour and Parr' Management Service. This period will be referred to as the "Continuation Period".

### Scale of Fees for Long Term Lettings (initial term of six months or longer) (Please tick the applicable box)

#### Fees for period of initial tenancy agreement

Lettings and Management Service	15% + VAT (18% inc VAT) <input type="checkbox"/>
Lettings Service	10% + VAT (12% inc VAT) <input type="checkbox"/>

#### Fees on the first two years' Renewals

Lettings and Management Service	12% + VAT (14.4% inc VAT)
Lettings Service	10% + VAT (12% inc VAT)

#### Fees for Continuation Period after the first two years' Renewals

Lettings and Management Service	10% + VAT (12% inc VAT)
Lettings Service	6% + VAT (7.2% inc VAT)

### Scale of Fees for Short Term Lettings (initial term of less than six months) (Please tick the applicable box)

Fees for period of initial tenancy agreement (inc obligatory Management Service)	20% + VAT (24% inc VAT) <input type="checkbox"/>
Fees on the first two years' Renewals (inc obligatory Management Service)	20% + VAT (24% inc VAT)

#### Examples of fees:

On a 12 month managed long letting of £1,000 per month our total commission fees of 10% would be £1,200 + VAT (£1,440 inc VAT).

On a 12 month non-managed long letting of £1,000 per month our total commission fees of 10% would be £1,200 + VAT (£1,440 inc VAT).

On a four month managed short letting of £1,000 per month our total commission fees of 20% would be £2,400 + VAT (£2,880 inc VAT).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Lettings Terms and Conditions of Business, Fees and Expenses

## 1.0 Lettings Service

### 1.1 Initial Commission

- 1.1.1 In the event that Waymour and Parr introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Waymour and Parr ("Initial Commission"). See clause 3.4 regarding outstanding fees.
- 1.1.2 The Initial Commission fee is payable on the commencement of the tenancy.
- 1.1.3 The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The scale of Initial Commission fees charged is set out on page 2.
- 1.1.4 The Initial Commission fee is payable for any tenant introduced to the property by Waymour and Parr, whether or not the tenancy is finalised by Waymour and Parr.
- 1.1.5 If the tenancy agreement is terminated in accordance with a break clause, Waymour and Parr will refund any commission already received for the remaining period of the tenancy. The commission will be refunded within 14 days of the tenant vacating the property.
- 1.1.6 If the tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, Waymour and Parr will refund the commission for the remaining period of the tenancy to the landlord to the extent that this is not recoverable from the tenant's deposit.
- 1.1.7 The Initial Commission fee remains payable if the tenant assigns the Initial Agreement during the agreed term, whether or not the assignee is introduced by Waymour and Parr.

### 1.2 Renewal Commission

- 1.2.1 Waymour and Parr will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy, if so required.
- 1.2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Waymour and Parr ("Renewal Commission"), subject to the cap set out in clause 1.2.3 below.
- 1.2.3 You will not be liable for Renewal Commissions relating to any period beyond the end of the second year from the expiry of the Initial Agreement.
- 1.2.4 The Renewal Commission fee is due and payable on the commencement of each Renewal taking place within two years from the expiry of the Initial Agreement.
- 1.2.5 Where a Renewal is for an agreed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed term, subject to the limit under clause 1.2.3 where applicable.
- 1.2.6 Where there is no agreed term for a Renewal, the Renewal Commission fee is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement, subject to the limit in clause 1.2.3 if applicable. See also clause 1.2.8 and 1.2.9 in respect of rebates once the tenant vacates the property.
- 1.2.7 The scale of Renewal Commission fees charged is as set out on page 2.
- 1.2.8 If the tenant vacates the property prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.4 to 1.2.6 above, Waymour and Parr will refund the commission for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.
- 1.2.9 If the tenant terminates the tenancy agreement prior to the end of a renewed period/term and the tenant vacates the property, Waymour and Parr will refund the renewal commission for the unexpired period of the renewed term to the landlord to the extent that this is not recoverable from the tenant's deposit.
- 1.2.10 Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 1.2.11 Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Waymour and Parr.
- 1.2.12 Renewal Commission remains payable if the tenant assigns the tenancy during the Renewal, whether or not the assignee is introduced by Waymour and Parr.
- 1.2.13 Liability for Renewal Commission will come to an end once the property has been sold.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Letting Service (Cont)**

**1.3 Continuation Period**

- 1.3.1 We will endeavour to contact you prior to the end of the period set out in clauses 1.2.1 to 1.2.3 on page 3 to offer you the option of continuing Waymour and Parr' services after the expiry of the period in clause 1.2.3. You are under no obligation to take Waymour and Parr' services during the Continuation Period.
- 1.3.2 The charge for Waymour and Parr' services during the Continuation Period ("Continuation Fee") is charged at 6% + VAT (7.2% inc VAT) of the rent received by the landlord. If you require Waymour and Parr' Management Service, the Continuation Fee is charged at 10% + VAT (12% inc VAT) of the rent received by the landlord. Continuation Fees are due and payable on the commencement of the Continuation Period in respect of the first six months of the Continuation Period and will become due and payable every six months thereafter for the following six month period.
- 1.3.3 We will deduct the Continuation Fee from the first rental payment of the Continuation Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.3.4 Continuation Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below. Continuation Fees also remain payable if the tenant assigns the tenancy during the Continuation Period.
- 1.3.5 If the tenant vacates the property prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Waymour and Parr will refund the fee for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.
- 1.3.6 Our obligations during the Continuation Period can be terminated by either side giving one month's written notice, such notice not to take effect before the start of the Continuation Period. If such notice takes effect more than one month prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Waymour and Parr will refund the fee for the remaining period. The commission will be refunded within 14 days after the termination is effective.
- 1.3.7 Upon receipt of a valid notice in accordance with 1.3.6 all of Waymour and Parr' obligations shall cease.

**1.4 Payment of Initial and Renewal Commission**

- 1.4.1 Where Waymour and Parr collects the rent, we will deduct the commission fee as follows:-
- (a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement.
- If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.4.2 Where Waymour and Parr does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 on page 3.

**1.5 Tenancy agreement**

- 1.5.1 The charge to the landlord for a long let tenancy agreement is £450 inc VAT. The charge to the landlord for a short let tenancy agreement is £225 inc VAT.

**1.6 Collection of rent**

- 1.6.1 Waymour and Parr will collect rent in accordance with the terms of the tenancy agreement.
- 1.6.2 The landlord may direct Waymour and Parr to stop collecting the rent by giving one month's notice in writing to Waymour and Parr.
- 1.6.3 Where Waymour and Parr collects the rent, if the rent has not been paid five days after it falls due, Waymour and Parr will endeavour to notify the landlord at the earliest possible opportunity and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

**1.7 Transfer of money to the landlord**

- 1.7.1 Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 1.7.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.
- 1.7.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this to you.

**1.8 References**

- 1.8.1 Where the initial term of the letting is for a period of less than six months, Waymour and Parr will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Waymour and Parr will obtain references on prospective tenants.

**1.9 Right to Rent**

- 1.9.1 The Landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. Where Waymour and Parr is responsible for the release of keys to the occupant(s) this responsibility is transferred to Waymour and Parr. In such circumstances Waymour and Parr will carry out the necessary checks to determine if all proposed adult occupant(s) have a Right to Rent i) before/upon commencement of a tenancy ii) before/upon any renewal and iii) before/upon expiry of the relevant occupant(s) leave to remain in the UK. In the event an adult occupant(s) does not have a Right to Rent, or their Right to Rent has expired, Waymour and Parr will report them to the Home Office as soon as reasonably practicable. The landlord is responsible for any legal steps to repossess the property where the occupant(s) cannot demonstrate a valid Right to Rent.
- 1.9.2 Waymour and Parr and the landlord shall each maintain a record of all Right to Rent documents and relevant expiry dates. Each party shall notify the other as soon as reasonably practicable in the event an occupant(s) cannot demonstrate valid leave to remain in the UK and has to be reported to the Home Office.

**1.10 Agency**

- 1.10.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.
- 1.10.2 However, by instructing Waymour and Parr as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Waymour and Parr to sign any of the necessary documentation on your behalf.

**1.11 Electronic documentation**

- 1.11.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

**1.12 Inventory and check-in**

- 1.12.1 Where instructed, Waymour and Parr will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord.
- 1.12.2 Waymour and Parr does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

### 1.13 Check-out and Cleaning

- 1.13.1 Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.
- 1.13.2 The cost of the check-out and/or the end of tenancy clean will be deducted from the deposit before any other costs (including unpaid rent) to ensure that any third party contractors who have provided the check-out/cleaning service are properly reimbursed.

### 1.14 Deposit Protection Services (Assured Shorthold Tenancies only)

- 1.14.1 The deposit will be held in accordance with the terms of the tenancy agreement.
- 1.14.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Waymour and Parr in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as MyDeposits.co.uk). Under this scheme, undisputed deposits must be released to the tenant within ten days of their request following termination of the tenancy. Waymour and Parr' administration fee for registration under the scheme is £50 inc VAT. Full details of the scheme may be found at [www.depositprotection.com/](http://www.depositprotection.com/). Waymour and Parr takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.
- 1.14.3 For all non Assured Shorthold Tenancies, Waymour and Parr will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Waymour and Parr excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.
- 1.14.4 In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Waymour and Parr against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.
- 1.14.5 Where the agreement states that the deposit is not held by Waymour and Parr a deposit protection certificate must be provided to Waymour and Parr for any Assured Shorthold Tenancy. The certificate must correctly state the tenant(s) name, property address, landlord(s) name and deposit amount. The certificate must be supplied to Waymour and Parr in advance of any deposit monies being transferred to the agreed deposit holder. In the event a landlord fails to supply a deposit certificate for an Assured Shorthold Tenancy correctly stating the tenant names, property address, landlord names and deposit amount then the deposit will be held by Waymour and Parr in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as MyDeposits.co.uk). Waymour and Parr charge to landlords for registration under the scheme is £50 inc VAT. Full details of the scheme may be found at [www.depositprotection.com/](http://www.depositprotection.com/)
- 1.14.6 Any interest earned on the deposit will be retained by Waymour and Parr.
- 1.14.7 Waymour and Parr uses **Deposit Protection Service**, registered address of The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

### 1.15 The Gas Safety (Installation & Use) Regulations 1998

- 1.15.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.15.2 If Waymour and Parr is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Waymour and Parr' administration charge of £60 inc VAT, will be debited from the landlord's account.
- 1.15.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Waymour and Parr has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Waymour and Parr' administration charge of £60 inc VAT, will be debited from the landlord's account.

### 1.16 The Electrical Equipment (Safety) Regulations 1994

- 1.16.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.16.2 If Waymour and Parr is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Waymour and Parr' administration charge of £60 inc VAT, will be debited from the landlord's account.
- 1.16.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Waymour and Parr has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Waymour and Parr' administration charge of £60 inc VAT, will be debited from the landlord's account.

### 1.17 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

- 1.17.1 The landlord is legally responsible for installing and maintaining working smoke alarms on every floor of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance. The landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented. Waymour and Parr reserves the right to appoint an appropriate person to make the necessary alarm checks and carry out any remedial works where necessary. The cost incurred, together with Waymour and Parr' call out fee of £75 inc VAT, will be debited from the landlord's account.

## Lettings Service (Cont)

### 1.18 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

1.18.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

1.18.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

### 1.19 The Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974

1.19.1 The Landlord is legally responsible for carrying out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

### 1.20 Energy Performance Certificate (EPC)

1. 20.1 All buildings in the private rented sector require a valid EPC with a minimum band E rating. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Waymour and Parr can organise an EPC from an approved supplier at the competitive rate of £118.80 inc VAT.

### 1.21 Utilities

1. 21.1 Waymour and Parr uses Tenant Shop to transfer utilities and council tax into the tenant's name at the start of a tenancy and the landlord's name at the end of a tenancy.

1.21.4 It remains the tenant's responsibility to ensure that a new account is opened in their name at the start of the tenancy and closed at the end of the tenancy.

1. 21.5 Waymour and Parr cannot be held liable if services are disconnected or are not transferred by Tenant Shop or by the utility companies.

### 1.22 Indemnity

1. 22.1 The landlord undertakes to keep Waymour and Parr fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

1. 22.2 The landlord agrees to indemnify Waymour and Parr as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

### 1.23 Landlords resident outside the UK

1. 23.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

1.23.2 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

1.23.3 Where a non-resident landlord does not have approval from HMRC, we charge £145 inc VAT for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Waymour and Parr.

1.23.4 Waymour and Parr must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Waymour and Parr will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Waymour and Parr registered head office address.

1. 23.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

1. 23.6 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

### 1.24 Licences

1. 24.1 It is important to be aware that each local authority operates its own licensing scheme. Some may require the landlord to hold a licence before they can let out their property. This may depend on the location of the property and/or the tenant(s) to whom the property is let. If you are required to have a licence and do not hold one the penalties can be significant. You hereby warrant to Waymour and Parr that you have checked the licensing requirements and you have applied for or already hold the necessary licence. You agree to provide copies of any licence (including draft licences or applications) to Waymour and Parr upon request. You will also advise Waymour and Parr of any specific licensing restrictions. The landlord cannot name the licence holder as Waymour and Parr or any of its employees.

## 2.0 Management Service

### 2.1 Management Service

2.1.1 The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below.

2.1.2 Our fee for the Management Service during the period of the initial tenancy agreement is 6% + VAT (7.2% inc VAT).

2.1.3 Our fee for the Management Service on any renewal, extension, hold-over or new agreement with the tenant is 4% + VAT (4.8% inc VAT).

2.1.4 The Management Service fee is taken monthly in advance. The minimum period of our appointment to manage the property is three months where Waymour and Parr is instructed to manage from the beginning of the tenancy. Where Waymour and Parr is instructed to start managing the property mid-tenancy our minimum period of appointment is six months or to the end of the tenancy whichever is shorter.

2.1.5 The management agreement can be terminated after this minimum period by either party giving one month's notice to the other, such notice not to expire before the end of the minimum period. On the expiry of such notice, we will revert to the Lettings Service and the commission fees payable will revert to those payable for the Lettings Service or those payable during the Renewal or Continuation Period, as appropriate.

## 2.2 Transfer of utilities

2. 2.1 Waymour and Parr uses Tenant Shop to transfer utilities and council tax into the tenant's name at the start of a tenancy and the landlord's name at the end of a tenancy.
2. 2.2 We will pay bills received from monies held on the landlord's behalf until the property is re-let.

## 3 Short lets

2. 3.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

## 4 Key-holding service

2. 4.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

## 5 Repairs and maintenance

2. 5.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.
2. 5.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing). Waymour and Parr are hereby authorised to carry out work(s) to any value without first contacting you or obtaining your permission where, in our reasonable opinion, such work(s) is/are required to comply with a statutory notice issued by the relevant local authority or to comply with any obligation relating to any licence held for the property under the Housing Act 2004.

2. 5.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

2. 5.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

## 6 Payment of outgoing

2. 6.1 A float of £350 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.
2. 6.2 We cannot undertake to meet any outgoing beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
2. 6.3 Where instructed by the landlord and where we hold sufficient funds, Waymour and Parr will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoing out of the rental income, on the explicit proviso that we have been provided with the details of who to pay, when to pay, and how to pay the relevant providers at the commencement of this tenancy, as and when demands are received by the Property Management department at Waymour and Parr' head office. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

## 7 Management inspections

2. 7.1 We will endeavour to undertake two inspections of the property in each twelve month period. However, if we do not hold a full working set of keys for the property (including communal door keys or fobs and garden/balcony doors) and are therefore unable to gain access to the property, or the tenants do not allow access, we will not be able to undertake an inspection. No refund will be applied for missing inspections as a result of not being able to access the property. An inspection can only provide a cosmetic examination of the

property and is not intended to be a structural survey or an inventory check. We do not accept responsibility for hidden or latent defects. A fee of £120 inc VAT will be charged for any additional visits or inspections requested.

## 8 Check-out and deposit

2. 8.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits.co.uk which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with mydeposits.co.uk regarding deductions made from the deposit, you agree to transfer the disputed funds to mydeposits.co.uk within ten days of being asked to do so.

2. 8.2 Waymour and Parr will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.

## 9 Management while the property is vacant

2. 9.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Waymour and Parr must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.

## 2.10 Purchase of items for property

- 2.10.1 Waymour and Parr has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £60 inc VAT per hour or part thereof.

## 2.11 Dealing with third parties

- 2.11.1 Waymour and Parr will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

## 2.12 Insurance

- 2.12.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.
- 2.12.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

## 3.0 General Notices

### 3.1 Permissions and consents

- 3.1.1 The landlord warrants that consent to let from his/her mortgagees has been obtained, and
- 3.1.2 Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and
- 3.1.3 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and
- 3.1.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.

## General Notices (Cont)

### 3.2 Connected persons

3.2.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Waymour and Parr immediately.

### 3.3 Commissions, Referrals and Major Works Coordination Fee

3.3.1 Any commission, interest or other income earned by Waymour and Parr while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, EPC providers, contractors, Tenant Shop, Zero Deposit or inventory clerks, will be retained by Waymour and Parr.

3.3.2 Vetted contractors may pay a referral fee to Waymour and Parr. The fee paid will be included within the contractor's invoice and could be up to 25% of the total invoice amount depending on the service provided, the details of which are available on request. This will not affect the final amount payable by the Landlord.

3.3.3 Tenant Shop may pay a referral fee to Waymour and Parr. The amount of this fee will not affect Waymour and Parr charges to the landlord.

3.3.4 Zero Deposit may pay a commission to Waymour and Parr of up to 27.5% of the amount of the Zero Deposit Guarantee fee. The amount of this fee will not affect Waymour and Parr charges to the landlord.

3.3.5 If the cost of the works exceeds £1000 a Major Works Co-ordination fee of 10% + VAT (12% inc VAT) of the invoice will be payable.

### 3.4 Outstanding fees

3.4.1 The landlord agrees that, where any of Waymour and Parr fees and/or commission charges remain outstanding for more than seven days, Waymour and Parr may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Waymour and Parr is instructed.

### 3.5 Interest

3.5.1 Any interest earned by Waymour and Parr while carrying out its duties as your agent will be retained by Waymour and Parr.

3.5.2 Waymour and Parr fees are payable on demand, as and when they fall due. Waymour and Parr reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

### 3.6 VAT

3.6.1 All Waymour and Parr commission fees and any other charges are subject to VAT at the prevailing rate of 20%.

### 3.7 Keys

3.7.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.

3.7.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

3.7.3 Waymour and Parr secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Waymour and Parr liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

### 3.8 Legal proceedings

3.8.1 Waymour and Parr is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £420 inc VAT per day, or part thereof. Waymour and Parr will not accept service of legal proceedings on the landlord's behalf.

### 3.9 Disclaimer

3.9.1 Waymour and Parr will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

### 3.10 Jurisdiction

3.10.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

### 3.11 Data protection and privacy policy

3.11.1 Waymour and Parr complies with all applicable data protection and privacy laws in dealing with your personal data. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. You can find this at <http://www.Waymour and Parr.co.uk>. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

### 3.12 Anti-Money Laundering Regulations

3.12.1 Waymour and Parr is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source/destination of funds. We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

3.12.2 Upon successful completion of a transaction, an Anti-Money Laundering and Identification Checking Fee of £30.00 (inc VAT) will be payable.

### 3.13 Amendments

3.13.1 Waymour and Parr may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.

### 3.14 Entire agreement and variations

3.14.1 Waymour and Parr intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Waymour and Parr and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

## 4.0 Complaints Procedure

### 4.1 Complaints procedure

4.1.1 If you are dissatisfied with Waymour and Parr service and you are unable to resolve with the Negotiator involved or the branch/department Manager, you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Director of Customer Services and Compliance (DCSC). The same time limits will apply. Following the DCSC's investigation, a written statement expressing Waymour and Parr final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

## 5.0 Miscellaneous

### 5.1 Headings

5.1.1 The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

## 6.0 Termination

### 6.1 Termination Procedure

6.1.1 Waymour and Parr may terminate this agreement with one month's advance written notice where you fail to co-operate with us or provide timely instructions or where we have asked you to obtain/provide a statutorily required licence or permission to let the property and you have failed to do so, or where we have asked you to agree to works which we reasonably believe are required in order to comply with a statutory obligation and you have failed/refused to do so. Where we terminate the agreement under this clause you will remain liable to pay Waymour and Parr fees under the terms of this agreement.

## Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Waymour and Parr to commence marketing the property immediately.

**Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



# Lettings Terms and Conditions of Business, Fees and Expenses

In order for Waymour and Parr to manage your property effectively please provide the following information in as much detail as possible.

### Utility providers:

	Name of service provider	Account number
Gas		
Electricity		
Water		
Council tax		

### Domestic appliances:

	Make and model	Age (approx)	Warranty or service cover details	Warranty expiry date
Boiler/central heating system				
Fridge/freezer				
Washing machine/tumble dryer				
Dishwasher				
Burglar alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property:  Freehold  Leasehold If the property is Leasehold, please complete the following:

	Name	Address	Telephone
Managing agents			
Superior landlords			

Do you want Waymour and Parr to pay your ground rent? Yes  No  Do you want Waymour and Parr to pay your service charge? Yes  No

Who should these payments be made to? Managing agent  Superior landlord  Frequency of payments: Monthly  Quarterly

Approximate annual amount: £ \_\_\_\_\_

### Opting out of long let Management Service

Landlords who do not wish to take up Waymour and Parr' Management Service must tick below and complete the following information.

Please note that Waymour and Parr is required to provide this information to your tenant.

<input type="checkbox"/> I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Waymour and Parr: transfer of utilities, key-holding service, management inspections, payment of outgoings, arranging repairs and maintenance and a 24-hour call-out service. My 24-hour emergency contact number is: 07710 444 331 _____  On occasions when I am/we are unavailable (eg: on holiday or abroad), the following person should be contacted:  Name: Matthew Parr _____ 24-hour emergency contact number: 07710 444 331 _____
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Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**Notice of the Right to Cancel**

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation **MUST BE IN WRITING** and should be delivered or sent by post to the Cancellations Department, Waymour and Parr Limited, Building One, Chiswick Business Park, 566 Chiswick High Road, London, W4 5BE; or by email to [cancellations@Waymour and Parr.co.uk](mailto:cancellations@Waymour and Parr.co.uk). Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a tenant to your property prior to your serving a Notice of Cancellation.

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**Notice of Cancellation**

If you wish to cancel this contract, you **MUST DO SO IN WRITING** and you may complete, detach and use this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to [lettings@waymourandparr.co.uk](mailto:lettings@waymourandparr.co.uk).

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name & address: \_\_\_\_\_  
\_\_\_\_\_