



Landlord Terms of Business

1.0 initial visit

Beagle Property (Suffolk) limited will attend and inspect your property and advise you on the rent to be quoted and discuss the particular circumstances pertaining to the property and client. We will then market your property as appropriate at the agreed rental.

2.0 Marketing

Particulars will be prepared and details of your property will be included in our list of Residential Lettings, This list is widely circulated to suitable applicants. In addition, we will advertise your property as appropriate in various property papers, and arrange for a To Let Board to be erected (after authorization from the landlord). Beagle Property (Suffolk) limited will also register your property on our Internet Website which is also linked with all major on-line directories and internet search engines.

3.0 Viewings

Appointments will be made for prospective tenants to view your property. Beagle Property (Suffolk) limited will either accompany these people to your property with keys provided by you, or arrange to meet you there. On receiving an offer, Beagle Property (Suffolk) limited will take a small deposit; usually one week rent, and notify the landlord or his/her representative and negotiate the terms of the Tenancy.

4.0 References

Beagle Property (Suffolk) limited will take up references via a Credit Reference Agency whom which will normally encompass enquiries of the prospective Tenants Bank, Employer and, where applicable, previous Landlord or Personal Referee. If the proposed Tenant(s) is self-employed/student, Beagle Property (Suffolk) limited will endeavor to seek alternative references from either their Solicitor or Accountant/Guarantors respectively. Copies of the replies will be made available to you. Your instructions will be sought as to whether we Beagle Property (Suffolk) limited may proceed with the Letting. In the event that you or your representative is un-contactable Beagle Property (Suffolk) limited will have the right to decide on your behalf whether the references are acceptable but, Beagle Property (Suffolk) limited will not accept any responsibility for their accuracy or the information contained in the references.

5.0 Tenancy Agreement

Beagle Property (Suffolk) limited will prepare the appropriate Tenancy Agreement, which would normally be either our standard Assured Shorthold Tenancy under the 1996 Housing

Act or Company Tenancy Agreement. There is no longer a minimum period for such lettings but it may not be possible to guarantee recovery or possession until after six months have elapsed should the tenant oppose any notice requiring possession. Where relevant, the necessary notices will be served on the Tenant. Whilst every care is taken in the preparation of such Agreements, Beagle Property (Suffolk) limited would recommend that you seek your Solicitors advice as to whether the proposed Agreement is appropriate and applicable to your particular circumstances. Should you wish to use an agreement drafted by your solicitor, please supply a draft at least two weeks before the tenancy is due to commence. Please note that where the Tenancy has a rent payable over £25,000.00 per annum, or at a proportionate level for a shorter term, the Tenancy cannot be an Assured Shorthold Tenancy and you should seek the advice of your solicitor.

6.0 Prior To Letting

You must ensure that the property is fit to be let. By law all machines, gas appliances and electrical goods should be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. Properties should be thoroughly cleaned and gardens, if applicable, should be in good seasonal condition, details of which should be shown on the inventory.

7.0 Inventories

An Inventory is essential in all cases to avoid difficulties arising from damage claims Inventories should where applicable also show that all furnishings, soft furnishings and all electrical equipment comply with current legislations. Charges made by the Inventory Clerk are based on the time taken to prepare the inventory and to check the tenant into the property with the Tenant being responsible for the cost of checking out at the end of the Tenancy. Beagle Property (Suffolk) limited cannot accept responsibility for errors or omissions by the Inventory Clerk. Beagle Property (Suffolk) limited are not able to enter negotiations with the Tenant or the Landlord concerning the Inventory. A Completion of Inventory, Check-in/Check-out is available. An independent firm of Inventory Clerks are used to provide these services and charges are subject to the size of apartment. A schedule of prices is available on request. * Subject to periodic review

8.0 Utilities

The incumbent tenant will be instructed, and required, to apply to the Electricity, Gas, Water and Telephone Companies for a credit agreement and supply contract. You will need to notify the above companies at the commencement of the Tenancy to ensure that there are no discrepancies with the changeover. Beagle Property (Suffolk) limited are unable to correspond with Utility Companies, as these companies will not take instructions from a third party.

9.0 Deposits

At the commencement of the Tenancy Beagle Property (Suffolk) limited will collect the deposit as set out in the Tenancy Agreement, together with the initial rent that is payable. With effect from 6th April 2007 any Tenancy Deposit must be held in a UK Government approved Tenancy Deposit Protection Scheme. If you choose our Management Service Beagle Property (Suffolk) limited will arrange for the Tenancy Deposit to be placed in a UK Government recognised Tenant Deposit Protection Scheme. If you opt for our Lettings Only Service or Lettings and Rent Collection service it is the Landlord's

responsibility to ensure the tenants deposit is placed in a UK Government recognised Tenant Deposit Protection Scheme.

Beagle Property (Suffolk) Limited currently uses the Deposit Protection Service to register deposits. Beagle Property Suffolk (Limited) is not CMP registered.

10.0 Commissions

Beagle Property (Suffolk) limited Lettings service fee is % plus Vat of the annual rent, or part thereof, (subject to a minimum charge of £500.00) and are payable at the commencement of the Tenancy, Rent Collection Service is an additional 2% plus Vat and is deducted from the monthly rent received by from the tenant. Full Management fees are an additional 5% plus Vat and is deducted from the monthly rent received by us from the tenant. In the event of the Tenancy being extended beyond an initial period of twelve months, whether or not negotiated by Beagle Property (Suffolk) limited , renewal fees will be levied at affixed fee of £50 plus Vat of the annual rent as set out above, until the expiration of the Tenancy. A Renewal/Extension fee will be payable if at least one of the original Tenants introduced by Beagle Property (Suffolk) limited remain in the premises for one or more further term(s).

Initial Letting Fees are deducted from the first months rent at the commencement of the tenancy. In the event that the Letting Fee amounts to more than the first months rent, the balance must be paid at the commencement of the tenancy. The documentation and/or deposit will not be released to the Landlord until any outstanding fees or disbursements have been paid to Beagle Property (Suffolk) limited . Renewal invoices are payable within fourteen days of the invoice. For Lettings for periods of less than six months the fee will be by separate negotiation.

11.0 Penalty Fees

Once the Landlord has accepted an offer verbally or in writing, Beagle Property (Suffolk) limited shall draw up an agreement and take up references. If the Landlord subsequently informs Beagle Property (Suffolk) limited that they do not wish to proceed with the tenancy, there will be a penalty fee of £200.00.

12.0 Early Departure of Tenant

Where Beagle Property (Suffolk) limited have procured for you a tenancy of 12 months with no break clause, no refund of commission will be due where the tenant has prematurely surrendered the tenancy with or without your consent. Where you have served notice on the tenant to terminate the tenancy prior to its contractual expiry date, no refund of commission will be due. Beagle Property (Suffolk) limited will not refund commission where the tenant surrenders the tenancy (prematurely or otherwise) because the property has been rendered unfit for habitation. Should the tenancy agreement be terminated for any reason or should the tenant leave the property prior to the expiration of the tenancy it is the Landlord's responsibility to take the appropriate action to recover any outstanding rent from the tenant. Where the tenant has exercised a break clause which was inserted in the tenancy agreement by consent, Beagle Property (Suffolk) limited will be glad to take your instructions to market and re-let the property, crediting you with a refund pro-rated basis to the remaining term of the tenancy against the subsequent letting.

13.0 General Terms & Conditions

13.1 Consent for letting

Section 1 of the Accommodation Agencies Act 1953 prohibits Beagle Property (Suffolk) limited from issuing:

"any advertisement, list or other document describing any house (or flat) as being to let without the authority of the owner of the house (or flat)."

This means that unless you have the power to grant a lease on the property we will be unable to accept your instructions. It is your responsibility to satisfy Beagle Property (Suffolk) limited that you have the power to grant a lease of the property of that you have the authority of the person who has that power. Beagle Property (Suffolk) limited have the right to carry out whatever investigation of your power that we consider necessary and to charge the cost of such investigation to you (in addition to our letting Fee). By signing these Terms and Conditions you warrant that you are the owner of the property within the meaning of the Accommodation Agencies Act 1953.

13.2 Leasehold Property

If the property to be let is leasehold, it is the Landlord responsibility to ensure that:

Any intended letting is permitted by the terms of the lease

Any tenancy is for a period expiring prior to the termination of the lease

The written permission of your Superior Landlord is obtained and Licence to Sub-underlet is granted if necessary.

13.3 Mortgaged Properties

If the property to be let is subject to a mortgage or loan, it is the Landlord responsibility to ensure that written permission is obtained from the Mortgagee or Lender. It should be noted that the Mortgagee or Lender will usually have power to terminate the letting if mortgage or loan repayments or any other requirements of the mortgage or loan are not met.

13.4 Joint Owners

Authority to let the property should be obtained from any joint owner who should be named on the Tenancy Agreement.

13.5 Rent

Unless otherwise agreed, the rent quoted will include those payments for which you are liable as Landlord, such as Ground Rent, Service Charge etc, but will exclude those payments for which the tenant is, in most circumstances, liable, e.g. gas, electricity, water rates, council tax or any charge which may replace it.

13.6 Damages and reimbursement of deposit

Unless otherwise agreed the deposit will normally be a sum equivalent to 4/6 weeks rent. Where Beagle Property (Suffolk) limited are providing our letting service only, Beagle Property (Suffolk) limited will not hold the deposit or become involved in any way in the agreement of damage and reimbursement charges from the deposit, which must be negotiated directly between the Landlord and Tenant.

13.7 Mail

Beagle Property (Suffolk) limited cannot collect and redirect mail for clients and it is therefore recommended that the re-

direction service be set up through the Post Office. Beagle Property (Suffolk) limited recommend that this is applied for six weeks before vacating the property. In the event that mail is forwarded to the landlord by Beagle Property (Suffolk) limited , any postal charges incurred will be passed on at the appropriate rates.

13.8 Insurance

The property and its contents must be comprehensively insured to include third party and occupiers' liability risks. Failing to inform your insurer that the property is let could render the policy void. You should obtain detailed advice from your insurers as to the nature and extent of the insurance cover required. You must also inform your Insurance Company whenever the property is to remain vacant for a period of 28 days or more. Beagle Property (Suffolk) limited are not responsible for arranging your Insurance cover; however, we do have reliable sources from which insurances can be obtained.

13.9 Rent Arrears/Breaches of Covenant

It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests including instructing solicitors and commencing legal proceedings to reserve your rights to recover arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection of the property. Beagle Property (Suffolk) limited reserve the right to settle any such matter on such terms as we see fit. All costs incurred including legal costs and disbursements will be payable by you.

13.10 Taxation

Income from letting UK property is subject to UK Income Tax, even if the Landlord is resident abroad, where the non-resident landlord is an individual, an overseas registered company, or an overseas resident trust.

Non-resident landlords can apply directly (or through their accountant) to the Inland Revenue for exemption from deduction of tax at source from rental income.

If the Inland Revenue grants approval, your tenant will be entitled to pay over rent without making tax deductions, effective from the date of approval. If you are a non-resident landlord who has not been granted such exemption, then your tenant must pay the Inland Revenue the basic rate of Income Tax, which may be subject to variation of net rentals.

13.11 Keys

Beagle Property (Suffolk) limited ask for as many complete sets of keys for your property as there are tenants: if however you are unable to supply complete sets we will have them cut at your expense. Beagle Property (Suffolk) limited recommend that if there are any lost or unaccounted keys to your property, locks being changed before a tenancy commences. Beagle Property (Suffolk) limited cannot be held liable for lost or unaccounted keys unless lost by Beagle Property (Suffolk) limited .

13.12 Furniture and Furnishings (Fire) (Safety) Regulations 1988

Complex legislation has now been implemented, in respect of the supply of furnishings in property that is available for letting. With effect from the 1 st March 1993, it is an offence, punishable by a fine and/or prison term, to supply furniture that does not comply with the fire resistance regulations. Essentially, this means that any furniture provided by the

Landlord or the Agent in the course of business from the 1 st March 1993, must carry appropriate labels and meet the fire resistance regulations. You are advised to take your own professional advice with regards to this matter.

13.13 Gas Safety (Installation and Use) Regulations 1994

With effect from the 1 st November 1994, legislation was implemented relating to gas safety issues – Statutory Instrument 1886 of 1994 Health and Safety – Gas Safety – Installation Advice, whereby all gas appliances and installations must be checked annually and a report issued confirming that a check has been carried out. Under this legislation, the safety check can only be carried out by an approved person whom is GAS SAFE registered. Under the Gas regulation all Agents, whether managing the property or not, are responsible for holding on file a certificate issued by a suitably qualified gas safe registered person confirming that the supply and appliances comply with the regulations. On receiving instructions to let a property, Beagle Property (Suffolk) limited would require a Landlord Gas Safety Certificate for our files, with a further copy provided for the tenant. In the event that we are not issued with a certificate we will, once a tenant is through ourselves arrange for a Gas Safety inspection. All costs incurred will be payable by the Landlord.

13.14 Smoke Detectors (1991)

The Department of Environment issued new regulations, which require any new building built after June 1992, to have smoke detectors installed. If your property was built after this date, mains operated smoke detectors must be fitted on each floor.

13.15 Electrical Equipment (Safety) Regulations 1994

As a Landlord, you will be responsible for ensuring that all Electrical installations and appliances within the property comply with the above regulations. In addition, you are responsible for providing instructions for all items of electrical equipment for your tenant. On receiving instructions to let a property, Beagle Property (Suffolk) limited would require a Potable Appliance Test (PAT) Certificate for our files. In the event that we are not issued with a certificate we will, once a tenant is found through ourselves arrange for a PAT. All costs incurred will be payable by you.

13.16 Section 46 Consumer Protection Act 1994

It is an offence to let a property with a cooker that is damaged in any way. Your tenant has the right to see documented proof of your compliance with these regulations.

13.17 Landlord and Tenant Act 1987

Section 48 of this Act stipulates that the Tenant should be provided with an address within England or Wales at which the Tenant may serve notices upon their Landlord. The Tenant must be provided with:

The name and address of the Landlord, should the Landlord reside outside England and Wales, an address in England or Wales where notices can be service. Beagle Property (Suffolk) limited will require the above information before a tenancy commences. If the information first provided changes during the tenancy Beagle Property (Suffolk) limited must be informed immediately.

13.18 Advertising

Beagle Property (Suffolk) limited commissions, fees and charges specified in these Terms & Conditions include any expenses Beagle Property (Suffolk) limited may decide to incur in photographing and/or advertising your property unless otherwise agreed with you in advance in respect of advertising in certain specialist publications. In such cases, if the property is withdrawn from the letting market, if instructions are withdrawn or if the property is let otherwise than through Beagle Property (Suffolk) limited reserve the right to seek reimbursement of previously agreed expenses up to a maximum of £200.00, unless Beagle Property (Suffolk) limited have previously received your authority to exceed this sum.

Beagle Property (Suffolk) limited shall erect an advertising board upon instruction unless local authority/conservation area restrictions apply. Legally only one board per property is normally permitted. The Landlord agrees to notify Beagle Property (Suffolk) limited immediately if another board is displayed or erected.

13.19 Warranties

By accepting these terms and Conditions your warrant that all regulations referred to and set out in clauses 13.12, 13.13, 13.14, 13.15 and 13.16 of the General terms and Conditions have, or will be complied with, been complied with.

13.20 Sale of Property

In the event that a sale or acquisition of an interest in the property (whether by transfer to the Landlord interest in the property or the granting of a lease) should be agreed with the tenant, any associated party, or any person introduced at any time by Beagle Property (Suffolk) limited, leading to an exchange of contracts, Beagle Property (Suffolk) limited will be entitled to commission on the sale at a rate of 1%, of the sale price inclusive of VAT. The commission will become due upon exchange of contracts, but Beagle Property (Suffolk) limited will defer payment until the date of completion of sale. In the event that the sale of, or acquisition of an interest in the property, should be agreed with a third party, and the tenancy is to continue, then your liability to pay letting and management commissions continues unless the purchaser enters into an agreement with Beagle Property (Suffolk) limited in the same terms as your own, and Beagle Property (Suffolk) limited agrees to enter into such agreement. Beagle Property (Suffolk) limited reserve the right to refuse to enter to such agreement.

13.21 Liability of a Landlord to commissions, fees and charges

Commission and other charges are due and payable by the Landlord in accordance with 10.0 on any letting of a property to a tenant and reference to the tenant includes:

Any associate of the tenant as defined in Section 303(3) of the Income and Corporation Taxes Act 1970.

Any close company as defined in Section 282 of the Act in which that person or any associate as defined is a participator, as defined in Section 303(1) of the Act.

Any company (or any connected person or entity of that company) which shall be the employer, former employer, guarantor or formal or proposed guarantor of that person.

Where the tenant is a company, any person employed by the company or for whom the company is or has become or proposes to become guarantor and includes any company which is a holding company of the company or subsidiary company of the company or a member of the same group, as

defined in Section 272 of the Act, as the company.

Any person or entity introduced by the tenant or the occupier of the property.

Any person who shall be introduced to the Landlord as a tenant by Beagle Property (Suffolk) limited who subsequently lets any property from the Landlord, whether or not Beagle Property (Suffolk) limited have been instructed to let that property.

13.22 Indemnity Of Agent

You will indemnify and keep Beagle Property (Suffolk) limited indemnified from and against any damage or liability whether criminal or civil suffered from and during the time that Beagle Property (Suffolk) limited are or were acting on your behalf.

13.23 Instruction of Agent

Upon receipt of these Terms & Conditions duly signed by you, or your authorised representatives, shall be deemed to be irrevocably instructed on your behalf as your agent with your full authority to sign or execute, on your behalf, all documents necessary to carry out the effective letting of your property on the terms previously notified to you and, in the event of your being unobtainable, upon terms consider to be reasonably accepted by you.

13.24 Termination of contract

Either party may withdraw from his Agreement by giving three month notice. In the event of this Agreement being terminated whilst the Tenancy continues, a fee equivalent to 3 months management fee shall become payable to the agent.

13.25 Interest on clients money

Interest acquired from money held on behalf of a client will not be payable to a client unless it exceeds £20.00 and in those circumstances, only at the request of the client.

13.26 Variations and Jurisdiction

Variations to the Beagle Property (Suffolk) limited Terms and Conditions of Business will only be valid if agreed in writing by Beagle Property (Suffolk) limited. Acceptance of Beagle Property (Suffolk) limited Terms and Conditions of Business is a binding legal agreement in accordance with English Law and is subject to the jurisdiction of the English Courts.

NB: VAT at the governing rate of 20% will be charged by Beagle Property (Suffolk) limited

Signed

Print

Date