



<b>Cleaning Of Windows (Internal &amp; External)</b>	<b>Minimum £50 including VAT. Total cost agreed prior to commencement of job.</b>
<b>Garden Tidy Up</b>	<b>£25 including VAT per hour. Total cost agreed prior to commencement of job.</b>
<b>Rubbish Clearance</b>	<b>From £125 including VAT. Total cost agreed prior to commencement of clearance.</b>

**If any decorating is required, please advise and we can arrange for quotations**

<b>Inventory (Without Marketing Package):</b>	<b>Studio: £120 including VAT</b>
	<b>One Bed: £135 including VAT</b>
	<b>Two Bed: £145 including VAT</b>
	<b>Three Bed £160 including VAT</b>
	<b>Four Bedroom £175 including VAT</b>

## **TENANCY COSTS**

<b>Tenancy Set Up Fee</b>	<b>For two tenants or less £250 including VAT, each additional tenant £50 including VAT</b>
<b>Tenancy Renewal Fee</b>	<b>£150 including VAT</b>
<b>Check In/Check Out Report</b>	<b>Studio to Two-bedroom property £180 including VAT per report</b> <b>Three plus bedroom property £240 including VAT per report</b>
<b>Registration of the Deposit</b>	<b>£48 including VAT</b>

### **Marketing Package: Inventories and Marketing Photographs**

**We are pleased to be able to provide a new service that will encompass marketing photos, floor plans, inventories and energy performance certificates. Prices will vary depending upon the size of the property and service selected. Prices to be agreed prior to engagement of package.**

# GRAPEVINE LETTING

## Terms of Business



[my|deposits.co.uk](https://www.mydeposits.co.uk)

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THE MARKETING CONFIRMATION DOCUMENT AND IN PARTICULAR THE SECTION WHICH CLEARLY SETS OUT THE COMMISSION, FEES AND OTHER CHARGES INCLUDING ANY RENEWAL, EXTENSION OR CONTINUATION OF THE TENANCY EITHER AS A FIXED TERM OR A PERIODIC TENANCY WHICH WILL BE PAYABLE BY A LANDLORD WHETHER OR NOT GRAPEVINE RESIDENTIAL LETTING AGENCY LIMITED ARE INSTRUCTED TO ACT ON THE LANDLORD'S BEHALF. THE LANDLORD SHOULD ENSURE THEY ARE CERTAIN OF THE MEANING OF THE CHARGES THEY WILL INCUR.**

## **SECTION ONE**

### **Definitions**

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in these Terms of Business. It is not meant to be an exhaustive or complete list.

"The Property" means the Property which includes all or any parts of the dwelling house, gardens, paths, fences, boundaries or other outbuildings that form part of the Tenancy and if a leasehold Property will include any common parts;

"Landlord" means the person or persons who at any relevant time own, or have a formal interest in, the Property that gives them the right to possession of the Property at the end of the Tenancy or any extension of it;

"Tenant" means any one or more individuals or corporate entities introduced by Grapevine Residential Letting Agency Limited or named as Tenant or occupant in the Tenancy Agreement where the Tenant is a company the definition will include any parent company, any subsidiary or member of the same group;

"Agent" means Grapevine Residential Letting Agency Limited;

"Deposit as Stakeholder" means that at the end of the Tenancy, the two parties to the Tenancy agreement should jointly agree in writing on the apportionment of any deductions from the Deposit;

"Adjudicator" means the independent adjudicator of "mydeposits";

"Member" means the Agent who is a member of the mydeposits (the trading name of Tenancy Deposit Solutions Limited) who is a Government authorised deposit scheme;

"Grapevine Letting" is the trading name of Grapevine Residential Letting Agency Limited;

"The Tenancy" means any or all tenancies arranged by Grapevine Residential Letting Agency Limited in respect of the Property under the terms of this Agreement;

"Agreement" means the Terms of Business and the signed Marketing Confirmation document. Use of the singular includes the plural and use of the masculine includes the feminine.

## **SECTION TWO**

### **Landlord Legal Obligations**

#### **Consent to Let**

- 2.1 The Landlord confirms that if they are a Leaseholder that permission is granted under the Head Lease to let the Property and that any relevant sections of the Head Lease will be provided to Grapevine Residential Letting Agency Limited prior to the commencement of the Tenancy to attach to the Tenancy Agreement if applicable; and that the period of the intended letting expires before the expiry of the Landlord's Head Lease.
- 2.2 The Landlord confirms that where the Property is subject to a mortgage or is/has been used as a security loan, permission has been sought where required from the mortgage lender before letting the Property.
- 2.3 The Landlord confirms that the Landlord has building and contents insurance cover for the Property including third party liability; that copies of the relevant sections will be provided to the Tenant at the start of the Tenancy; and that the insurer has been informed of the letting of the Property.

#### **Landlord and Tenant Act 1985 Section 11**

- 2.4 The Landlord confirms that Grapevine Residential Letting Agency Limited has made them aware of the statutory responsibility to keep the Property in repair including the exterior, drains gutters and pipes; to repair the sanitary appliances; to repair the installations for supply of space and water heating and to repair the installations for supply of gas electricity and water.

#### **Landlord and Tenant Act 1987**

- 2.5 Grapevine Residential Letting Agency Limited is obliged to provide the Landlord's full name and actual address on all rent demands. If the Landlord resides outside England and Wales then they must provide the Tenant with an alternative address to which notices may be served within the jurisdiction of England and Wales. Where a Full Management service has been chosen Grapevine Residential Letting Agency Limited will use their office address for such purposes.

#### **HMO's (Houses in Multiple Occupation)**

- 2.6 The Landlord confirms that where the Tenancy forms a House in Multiple Occupation (HMO) they have obtained the relevant mandatory or discretionary licence. Full details can be obtained from the local authority.

#### **Warranties and Guarantees**

- 2.7 If Grapevine Residential Letting Agency Limited do not manage the Property the Landlord is responsible for informing the Tenant in writing (leaving copies in the Property) of any service contracts or warranties taken out for the Property.

## **Mail**

- 2.8 It is the responsibility of the Landlord to re-direct any mail. Grapevine Residential Letting Agency Limited has no liability for lost documents. Where Grapevine Residential Letting Agency Limited provides a full management service the Landlord confirms that they give Grapevine Residential Letting Agency Limited permission to open mail.

## **Landlord's Gas Safety Obligations**

- 2.9 The Landlord confirms compliance of the obligations under the Gas Safety (Installation & Use) Regulations 1998; and agrees to undertake the responsibility for annual safety checks on all gas equipment at the Property in accordance with the Regulations. Grapevine Residential Letting Agency Limited has no liability if the Landlord fails to renew a Gas Safety Certificate for non Full Management service properties.
- 2.10 A Gas Safety Certificate must be available prior to the commencement of the Tenancy otherwise Grapevine Residential Letting Agency Limited shall at the Landlord's expense arrange for the statutory safety check to be carried out and remedial work performed.
- 2.11 Grapevine Residential Letting Agency Limited will automatically arrange for the renewal of the Gas Safety Certificate during a Full Management service Tenancy without prior consultation with the Landlord. Should the Landlord wish to arrange their own Gas Checks and issuing of the Safety Certificate, this must be agreed in writing.
- 2.12 Grapevine Residential Letting Agency Limited will endeavour to use its own contractors to carry out the Gas Safety Check unless a preferred Gas Contractor is given in the Property Fact Find Document.
- 2.13 Should Grapevine Residential Letting Agency Limited not receive a Gas Safety Certificate within 7 days of expiry of the certificate on a Rent Collection Property Grapevine Residential Letting Agency Limited will arrange for the certificate to be carried out at the Landlord's expense plus an administration fee as shown in Section six Fees and Other Charges.
- 2.14 The Landlord agrees to compensate Grapevine Residential Letting Agency Limited for any liability, cost or expense incurred under the Gas Regulations.

## **Furniture and Furnishings**

- 2.15 The Landlord confirms that any furniture and soft furnishings supplied for a Tenancy at the Property comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 2.16 The Landlord agrees to compensate Grapevine Residential Letting Agency Limited for any liability, cost or expense incurred under the above Regulations.

## **Smoke and Carbon Monoxide Alarms**

- 2.17 All newly built premises from June 1992 and/or a House in Multiple Occupation (HMO) must have mains fitted smoke alarms with battery backup. It is the Landlord's responsibility to make sure these alarms are in working order.
- 2.18 Grapevine Residential Letting Agency Limited recommends that the Landlord seeks advice from the local fire service about the installation of smoke detectors.

- 2.19 Grapevine Residential Letting Agency Limited recommends carbon monoxide alarms are fitted to the Property.

### **Electrics**

- 2.20 The Landlord confirms that all electrical equipment provided at the Property is fully operational, is safe and has written instructions for use provided to comply with the Electrical Equipment (Safety) Regulations 1994.
- 2.21 Grapevine Residential Letting Agency Limited recommends that a qualified electrician be instructed to carry out a full Electrical Safety Check and PAT (Portable Appliance Test) prior to the commencement of the Tenancy and periodically thereafter.
- 2.22 The Landlord agrees to compensate Grapevine Residential Letting Agency Limited for any liability, cost or expense incurred under the above Regulations.

### **Energy Performance Certificate**

- 2.23 The Landlord confirms that an Energy Performance Certificate ("EPC") will be provided prior to marketing the Property and that the responsibility of obtaining the EPC remains with the Landlord.

### **Legionnaire's Disease**

- 2.24 The Health And Safety Executive require that Organisations, or self-employed individuals, who provide residential accommodation or who are responsible for the water system(s) in their premises, are responsible for ensuring that the risk of exposure to legionella in those premises is properly controlled. The Landlord shall confirm to Grapevine Residential Letting Agency Limited that they have undertaken the appropriate risk assessment.

## **SECTION THREE**

### **Inventories; Check-Ins /Check –Outs; Utilities**

#### **Inventories/Check-Ins/Check-Outs**

- 3.1 Grapevine Residential Letting Agency Limited strongly recommends an Inventory and Schedule of Condition otherwise damage or loss between the Tenancy start and end dates cannot be proven. The Adjudicator has indicated that where there is no Inventory and Schedule of Condition he would be unable to adjudicate on the dispute and is likely to award the disputed Deposit to the Tenant.
- 3.2 Grapevine Residential Letting Agency Limited recommends that the Inventory is prepared by an experienced Inventory Clerk and will not take responsibility especially in regard to Deposit disputes should the Landlord prefer to carry out their own inventory formalities.
- 3.3 Where Grapevine Residential Letting Agency Limited are instructed on a Let Only or Rent Collection service Grapevine Residential Letting Agency Limited will, where instructed, arrange an Inventory and Schedule of Condition, Check-In and Check-Out.
- 3.4 Where a Full Management service is selected Grapevine Residential Letting Agency Limited requires an Inventory and Schedule of Condition, Check-In and Check-Out to be undertaken on the property. The Landlord is responsible for the costs of the Inventory and Schedule of Condition, Check In and Check-Out.

- 3.5 Grapevine Residential Letting Agency Limited cannot accept responsibility for any losses resulting from any errors or omissions in the Inventory and Schedule of Condition, the Check-In or Check-Out.

#### **Utilities**

- 3.6 Grapevine Residential Letting Agency Limited shall not be responsible for informing the council and/or utility companies of incoming or outgoing Tenants. This will be the responsibility of the incoming or outgoing Tenants.

### **SECTION FOUR**

#### **Deposits; Disputes; Tenancy Renewal;**

##### **Deposits**

- 4.1 **HOLDING DEPOSIT:** Before an application can be fully considered, the applicants will need to pay to Grapevine Letting a holding deposit equivalent to one weeks' rent for the property they are interested in. In certain legitimate permissible circumstances the holding deposit will / will not be refunded. Where the holding deposit is not refunded Grapevine Letting will retain this for the work that they have completed to that point. If the application does proceed the holding deposit will go towards the first month's rent.
- 4.2 When a Full Management or Rent Collection service has been chosen or where Grapevine Residential Letting Agency Limited has been requested to hold the Security Deposit, Grapevine Residential Letting Agency Limited will register the Tenant's Deposit regardless of the type of Tenancy with the mydeposits, Premiere House, Elstree Way, Borehamwood Hertfordshire WD6 1JH. Tel: 0333 321 9401.
- 4.3 Grapevine Residential Letting Agency Limited will hold the Deposit as Stakeholder.
- 4.4 Where the Landlord decides to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy the Landlord will specify to Grapevine Residential Letting Agency Limited under which Tenancy Deposit Protection Scheme the Deposit will be covered.
- 4.5 Where the Landlord decides to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy Grapevine Residential Letting Agency Limited will only transfer the Deposit to the scheme on receipt of proof of scheme membership.

##### **Deposits at Tenancy End (held by Grapevine Residential Letting Agency Limited)**

- 4.6 If there is no dispute Grapevine Residential Letting Agency Limited will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant.



- 4.7 Payment of the Deposit will be made within 10 working days of written consent from both parties.
- 4.8 If, after 10 working days following notification of a dispute to Grapevine Residential Letting Agency Limited and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to 4.11 below) be submitted to the Adjudicator for adjudication.
- 4.9 All parties agree to co-operate with any adjudication.
- 4.10 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the Adjudicator although, with the written consent of both parties, the Adjudicator may at his discretion accept the dispute for adjudication.
- 4.11 The appointment of an Arbitrator will incur an administration fee, to be fixed by the Board of mydeposit from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 4.12 The statutory rights of the Landlord or the Tenant to take legal action against the other party remain unaffected. It is not compulsory for the parties to refer the dispute to the Adjudicator for adjudication.
- 4.13 The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the Adjudicator for adjudication. If the parties do agree that the Adjudicator should resolve the dispute, they must accept the decision of the Adjudicator as final and binding.
- 4.14 If there is a dispute Grapevine Residential Letting Agency Limited must remit to mydeposit the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not the Landlord or Grapevine Residential Letting Agency Limited want to contest it.
- 4.15 Failure to do so will not delay the adjudication but mydeposit will take appropriate action to recover the Deposit and discipline Grapevine Residential Letting Agency Limited.
- 4.16 Grapevine Residential Letting Agency Limited must co-operate with the Adjudicator in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

#### **Dealing with disputes from non-Assured Shorthold Tenancies**

- 4.17 The Adjudicator may agree to resolve any disputes over the allocation of these Deposits, by arrangement. If he does the Adjudicator will propose what he considers the most effective method of resolving the dispute. The Landlord, Tenant and Agent must consent in writing to his proposal.
- 4.18 The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

- 4.19 Should the Landlord require Grapevine Residential Letting Agency Limited to refer a dispute to mydeposit where the Tenancy is a Non-Assured Shorthold Tenancy an administration fee set out in Section six Fees and Other Charges will be charged by mydeposit.
- 4.20 For Let Only or Rent Collection services Grapevine Residential Letting Agency Limited, where requested, will negotiate the release of the Security Deposit subject to an administration charge shown under Section six Fees and Other Charges.

### **Tenancy Renewal**

- 4.21 Grapevine Residential Letting Agency Limited will endeavour to contact the Landlord and Tenant prior to the Tenancy ending to negotiate a Renewal.
- 4.22 Grapevine Residential Letting Agency Limited will charge for the preparation of the Renewal Tenancy Agreement shown under Section six Fees and Other Charges.
- 4.23 Should there be a Renewal to any Tenancy Grapevine Residential Letting Agency Limited shall prepare and sign all subsequent Renewal Agreements; arrange for the Tenant to sign; and then execute all necessary renewals.
- 4.24 Grapevine Residential Letting Agency Limited will charge Renewal Commission where the original Tenant remains in occupation or where an incoming Tenant is a person or company associated or connected with the original Tenant. Commission is due whether or not the Renewal is negotiated by Grapevine Residential Letting Agency Limited.

## **SECTION FIVE**

### **Services**

#### **Services - Applicable to Full Management, Rent Collection and Let Only**

- 5.1 Tenancy Agreements Grapevine Residential Letting Agency Limited use a standard Tenancy Agreement which has been drafted to take account of the interests of the Landlord.
- 5.2 Grapevine Residential Letting Agency Limited will ask the Landlord for written or email confirmation of their instruction to proceed with a letting. Upon receipt of such confirmation, Grapevine Residential Letting Agency Limited will sign the Tenancy Agreement and exchange contracts on the Landlord's behalf.
- 5.3 Grapevine Residential Letting Agency Limited do not check third party Tenancy Agreements and cannot be held liable for any losses suffered directly or indirectly as a result of the use of any other agreement.
- 5.4 Grapevine Residential Letting Agency Limited will charge the Landlord to prepare the Tenancy Agreement in accordance with the charge set out in the Marketing Confirmation document.

## References

- 5.5 Grapevine Residential Letting Agency Limited shall take all reasonable steps to check the identity of potential Tenants.
- 5.6 Grapevine Residential Letting Agency Limited will take all reasonable steps to reference potential Tenants; and if the applicant passes the referencing procedure Grapevine Residential Letting Agency Limited will prepare the Tenancy Agreement.
- 5.7 If the applicant does not pass the referencing procedure Grapevine Residential Letting Agency Limited will obtain written permission from the Landlord should the Landlord wish to proceed with the Tenancy.

## Services - Applicable to Full Management and Rent Collection

### Transfer of Rental Payments and Accounting

- 5.8 Grapevine Residential Letting Agency Limited will collect rent from the Tenant in accordance with the Tenancy Agreement.
- 5.9 Grapevine Residential Letting Agency Limited will make payment by bank transfer to the Landlord's nominated bank or building society within 7 working days of cleared funds being received in Grapevine Residential Letting Agency Limited's client account.
- 5.10 If monies are paid to Grapevine Residential Letting Agency Limited by cheque, a 10 day clearance period will be applied before payment can be made.
- 5.11 Grapevine Residential Letting Agency Limited is not responsible for any bank charges incurred by the Landlord as a result of delays in payment. The Landlord is advised to arrange a bank facility to take account of rent payment dates, void periods or default by the Tenant.
- 5.12 Grapevine Residential Letting Agency Limited will account to the Landlord regularly listing rent received, payments deducted for Grapevine Residential Letting Agency Limited's fees and any other expenditure carried out by Grapevine Residential Letting Agency Limited on behalf of the Landlord in a statement, which shall be emailed to the Landlord.
- 5.13 Grapevine Residential Letting Agency Limited will pay outgoings relating to the Property and account for such expenditure.
- 5.14 There is an annual charge shown under Section six Fees and Other Charges for both Resident and Non Resident Landlords. If the Landlord is a Non Resident in the UK and does not have an Approval Number Grapevine Residential Letting Agency Limited is required to deduct tax at basic rate from the rent and remit the tax withheld to HMRC quarterly until an approval number is obtained from HMRC.
- 5.15 The administration charge is shown under Section six Fees and Other Charges. If Grapevine Residential Letting Agency Limited has not deducted tax from a Non Resident Landlord either through error or other circumstances Grapevine Residential Letting Agency Limited reserves the right to recover this money from the Landlord at a later date.

- 5.16 The Landlord is responsible for payment of all invoices for work instructed by Grapevine Residential Letting Agency Limited, who instructs as agent of the Landlord, when they become due. Should insufficient funds be available Grapevine Residential Letting Agency Limited may request that funds are transferred by the Landlord within 14 days of a written request.
- 5.17 Grapevine Residential Letting Agency Limited are not liable for any loss or damage suffered by the Landlord or to the Property when funds are not held to pay for any works required.
- 5.18 If instructed, on a Full Management service Grapevine Residential Letting Agency Limited will pay any specific outgoings of the Landlord provided Grapevine Residential Letting Agency Limited have been informed in writing and, the Landlord has instructed the relevant company or persons to send accounts to Grapevine Residential Letting Agency Limited at the Grapevine Residential Letting Agency Limited management centre.
- 5.19 Grapevine Residential Letting Agency Limited will pay without question demands and accounts that appear to be in order.

### **Arrears**

- 5.20 If the Tenant falls into arrears Grapevine Residential Letting Agency Limited will initiate their arrears procedure. Should it become necessary to take legal action (and Grapevine Residential Letting Agency Limited's Legal Expenses and Rent Guarantee Insurance has not been taken out) the Landlord will be required to appoint solicitors. Attendance at Court is subject to an administration charge shown under Section six Fees and Other Charges.

### **Services - Applicable to Full Management**

- 5.21 Grapevine Residential Letting Agency Limited will administer day to day management matters including minor repairs up to the value agreed in the Marketing Confirmation document for any single item, without reference to the Landlord.
- 5.22 Wherever possible works likely to cost more than the amount agreed in the Marketing Confirmation document will only be arranged with the prior consent of the Landlord except in an emergency where Grapevine Residential Letting Agency Limited is required to protect the Landlord's interests or where the Landlord is in breach of their statutory obligations.
- 5.23 Grapevine Residential Letting Agency Limited will hold a float of £300 and will not undertake to meet any outgoings beyond the funds available in the Landlord's account with Grapevine Residential Letting Agency Limited. Grapevine Residential Letting Agency Limited is not liable for any loss suffered if insufficient funds are held.
- 5.24 Grapevine Residential Letting Agency Limited will use appointed contractors to carry out works at the Property unless the Landlord specifically requests a specific contractor in the Property Fact Find Document; provided Grapevine Residential Letting Agency Limited have copies of the contractor's professional qualification, public liability insurance and the contractor is readily available.
- 5.25 Should Grapevine Residential Letting Agency Limited be required to wait at a Property for a contractor appointed by the Landlord Grapevine Residential Letting Agency Limited will charge an administration fee shown under Section six Fees and Other Charges.

- 5.26 The Landlord is responsible for informing Grapevine Residential Letting Agency Limited of any service contracts or warranties taken out for the Property in the Property Fact Find Document. Should this information not be made available Grapevine Residential Letting Agency Limited cannot be held responsible for failure to comply.
- 5.27 Grapevine Residential Letting Agency Limited will carry out two property visits per year; any subsequent Property visits will be subject to an administration charge shown in Section six Fees and Other Charges.
- 5.28 Property visits are a walk through to identify any obvious defects or repairs; not a structural survey of the Property Grapevine Residential Letting Agency Limited cannot accept responsibility for hidden or latent defects.
- 5.29 Grapevine Residential Letting Agency Limited will inform the Landlord if Grapevine Residential Letting Agency Limited becomes aware of a breach of the Tenancy.
- 5.30 Should legal action be necessary the Landlord will be required to appoint solicitors. Grapevine Residential Letting Agency Limited will not accept service of legal proceedings on behalf of the Landlord.
- 5.31 Grapevine Residential Letting Agency Limited is unable to process insurance claims due to regulatory regulations. However Grapevine Residential Letting Agency Limited will assist in the process by providing relevant quotes or other information to support the claim and arrange any remedial work agreed by the Landlord with the insurance company subject to a fee shown under Section six Fees and Other Charges.
- 5.32 Where instructed to undertake partial or total furnishing/refurbishment of the Property Grapevine Residential Letting Agency Limited will charge a fee as shown in Section Six Fees and Other Charges.

### **Keys**

- 5.33 Grapevine Residential Letting Agency Limited requires two sets of management keys to allow us to effectively manage the Property and each Tenant also requires one set of keys. Where a management set or the full number of Tenant's keys are not available Grapevine Residential Letting Agency Limited reserves the right to cut additional sets at the Landlord's expense. The Landlord will be charged at the appropriate rate per key plus an administration charge as shown in Section Six Fees and Other Charges.
- 5.34 Grapevine Residential Letting Agency Limited will hold all keys in a secure key system, which will prevent the identity of the key being known to third parties, therefore if keys are lost or unaccounted for Grapevine Residential Letting Agency Limited will not accept any liability other than the cost to replace the keys.

### **Service of Notices**

- 5.35 The Landlord is advised that to gain possession of the Property let on an Assured Shorthold Tenancy at the end of a fixed term or during a Periodic Tenancy a minimum of two months' written notice must be served on the Tenant to expire no earlier than the last day of the Tenancy unless there is a break clause by serving a Section 21 (1) (b) Notice. However the Tenant is not legally required to serve notice to vacate the Property at the end of the fixed term.

- 5.36 Grapevine Residential Letting Agency Limited can serve notice for Rent Collection and Let Only services subject to an administration charge shown under Section Six Fees and Other Charges.
- 5.37 When instructed on the Full Management service Grapevine Residential Letting Agency Limited will send the relevant Notice when instructed in writing. However Grapevine Residential Letting Agency Limited cannot accept any liability for any loss or delay incurred either directly or indirectly in gaining vacant possession.

## **SECTION SIX**

### **Fees and Other Charges**

- 6.1 The Landlord confirms the service selected in the Marketing Confirmation document and agrees to pay the charges stated for the service together with any Additional Charges shown below.
- 6.2 All fees are inclusive of VAT which will be charged at the prevailing rate.
- 6.3 Commission charged will be a percentage of the total rent received throughout the Tenancy and for any Renewal or Extension of the Tenancy whether as a fixed term or a periodic Tenancy even if Grapevine Residential Letting Agency Limited are not instructed to act on the Landlord's behalf.
- 6.4 For a Full Management or Rent Collection service Grapevine Residential Letting Agency Limited reserves the right to charge a proportion of the fee for each new Tenancy or Renewal at the start of the Tenancy or any Renewal and a proportion of the fee monthly from the rent received.
- 6.5 For the Let Only service Grapevine Residential Letting Agency Limited will charge the fee in total at the commencement of each Tenancy and each Renewal whether or not the Tenancy was set up and administered by Grapevine Residential Letting Agency Limited. The fee will be deducted from the initial rent received, with any balance owing being payable by the Landlord prior to the commencement of the Tenancy.
- 6.6 Should the Landlord withdraw from entering into a Tenancy after instructing Grapevine Residential Letting Agency Limited to proceed the Landlord agrees to pay an administration fee of £500 including VAT as a contribution towards the administration and marketing costs incurred by Grapevine Residential Letting Agency Limited.
- 6.7 If the Landlord terminates the Full Management or Rent Collection service with Grapevine Residential Letting Agency Limited, fees for the Let Only service as shown in the Marketing Confirmation document for the period any person forming the Tenant found by Grapevine Residential Letting Agency Limited will continue to be payable.
- 6.8 Grapevine Residential Letting Agency Limited will not pay any interest on monies held by Grapevine Residential Letting Agency Limited including the Deposit.
- 6.9 If the Landlord sells the Property with the Tenant in occupation the Landlord will remain liable for all fees agreed for the period of the Tenancy.
- 6.10 Paper copies of statements can be provided at a cost of £5.00 including VAT per month.

- 6.11 If the Landlord is not resident in the UK Grapevine Residential Letting Agency Limited will charge an administration fee of £75 including VAT each quarter for tax retention and completion of the documentation required by Her Majesty's Revenue and Customs ("HMRC").
- 6.12 The preparation of the Tenancy Agreement will be charged at £250 including VAT for two Tenants or less, £50 including VAT for each additional Tenant.
- 6.13 An administration fee of £48 including VAT will be charged to register the Deposit with "mydeposits".
- 6.14 Negotiation concerning deductions from the Deposit for Let Only or Rent Collection properties will be charged at £600 including VAT payable in advance.
- 6.15 Referring a dispute to the Dispute Services Ltd, where a Tenancy is a Non-Assured Shorthold Tenancy will be charged at £600 including VAT or 12% including VAT, whichever is greater, payable to mydeposit.
- 6.16 Attendance at Court or any Tribunal will be charged at £500 including VAT per day or part thereof.
- 6.17 Service of Notice for Rent Collection and Let Only services will incur an administration charge of £60 including VAT payable in advance.
- 6.18 Extra visits to the Property during a Tenancy requested by the Landlord in writing will be subject to a charge of £60 including VAT.
- 6.19 Should Grapevine Residential Letting Agency Limited be required to wait at a Property for a contractor appointed by the Landlord Grapevine Residential Letting Agency Limited will charge a fee of £50 including VAT per hour or part thereof.
- 6.20 When instructed to undertake partial or total furnishing or refurbishment of the Property Grapevine Residential Letting Agency Limited will charge a fee of 12% including VAT of the total value.
- 6.20 Arranging a Gas Safety Certificate where the Rent Collection service is used and no valid Gas Safety Certificate is received within 7 days of expiry of the certificate will incur an administration fee of £30 including VAT, plus the cost of the Safety Certificate.
- 6.21 Tenancy Renewal, the Preparation of the Tenancy Agreement shall be charged at £150 including VAT

## SECTION SEVEN

### **General Conditions**

#### **Terms of Business**

- 7.1 Unless otherwise agreed with the Landlord in writing these Terms of Business will apply to the current Tenancy and where instructed by the Landlord, to any possible successive tenancies until such time that the Landlord instructs Grapevine Residential Letting Agency Limited in writing to terminate these Terms of Business.
- 7.2 These Terms of Business will apply to all of the Landlord's properties listed in the Marketing Confirmation document and any additional properties listed in the Additional Property Schedule.

- 7.3 Either party may bring this agreement to an end by giving 60 days written notice. Notice by either party to end these Terms of Business will not detract from Grapevine Residential Letting Agency Limited's right to receive payment of the agreed charges as set out in Section Six Fees and Other Charges of these Terms of Business and Marketing Confirmation document for the duration of time when any person forming the Tenant introduced by Grapevine Residential Letting Agency Limited is resident in the Property, even if Grapevine Residential Letting Agency Limited are no longer instructed to act on the Landlord's behalf.
- 7.4 Grapevine Residential Letting Agency Limited reserves the right to make changes to these Terms of Business but not more than every six months unless legislation makes it necessary. Grapevine Residential Letting Agency Limited will inform the Landlord in writing of any changes in advance with an effective start date.
- 7.5 Grapevine Residential Letting Agency Limited reserves the right to offer and introduce other services to either the Landlord or the Tenant in the performance of duties under these Terms of Business for which Grapevine Residential Letting Agency Limited may receive a commission and for which Grapevine Residential Letting Agency Limited does not have to account to the Landlord.
- 7.6 Upon and after this agreement takes effect, each of the parties shall, at the request of the other, do and execute or procure to be done and executed all such acts, deeds, documents and things as may be necessary to give effect to this agreement.

#### **Data Protection**

- 7.7 In order to comply with the Data Protection Act 2018 to prevent any unauthorised access to or use of personal data Grapevine Residential Letting Agency Limited have the responsibility to keep the Landlord's information and that of any Tenant or occupier confidential and will only use it if fees are not paid and Grapevine Residential Letting Agency Limited wish to refer the matter to a debt collector or solicitor; or if Grapevine Residential Letting Agency Limited are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of the Landlord's name; or when a contractor's invoice has not been settled by the Landlord.

#### **Liability and Instructing Solicitors**

- 7.8 Grapevine Residential Letting Agency Limited will not be liable for non payment of rent or any unreasonable action of the Tenant. It is the Landlord's responsibility to instruct solicitors and to pay all legal costs and fees incurred.
- 7.9 Grapevine Residential Letting Agency Limited is not liable for the care of or any damage suffered to the Property when it is untenanted.
- 7.10 Grapevine Residential Letting Agency Limited is not liable for any damage to the Property or Fixtures or Fittings, whether such damage is accidental or intentional.



## **Rights of Third Parties**

7.11 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any Third Party.

## **General**

- 7.12 References headings or sub headings are to headings or subheadings of this agreement. All warranties, representations, agreements and obligations expressed to be given or entered into by more than one person, are given or entered into jointly and severally by the persons concerned.
- 7.13 This agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, assurances and arrangements between the parties.
- 7.14 The Landlord agrees to indemnify Grapevine Residential Letting Agency Limited against any costs or expenses or liabilities incurred in the performance of our duty under these Terms of Business while as a direct result of any breach of this agreement on the part of the Landlord.

## **Jurisdiction and Service**

- 7.15 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
- 7.16 Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
- 7.17 The provisions for the service of Notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm at the last known address of the other party, the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party, the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The Address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be Office 201 141-157 Acre Lane London SW2 5UA.

## **Service Information**

- 7.18 Grapevine Residential Letting Agency Limited is a company registered at Companies House (Reg. No 8125975).
- 7.19 Grapevine Residential Letting Agency Limited Residential Lettings are members of the dispute and compensation scheme operated by The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP.
- 7.20 Grapevine Residential Letting Agency Limited Residential Lettings are members of the Association of Residential Lettings Agents, and subscribe to the code of conduct of that organisation.

## **Assignment**

- 7.21 Grapevine Residential Letting Agency Limited reserves the right to assign its rights and or obligations under this Agreement upon giving the Landlord 14 days written notice.

## **Interest on Clients' Monies and Commission**

- 7.22 Any interest accrued on monies that Grapevine Residential Letting Agency Limited hold on the Landlord's behalf will be retained by Grapevine Residential Letting Agency Limited to cover bank and administration charges etc. Any commission earned by Grapevine Residential Letting Agency Limited while acting on the Landlord's behalf will be retained to cover costs.

## **Complaints Procedure**

- 7.23 Should the Landlord have any issues with Grapevine Residential Letting Agency Limited's service they should write to the Managing Director, Grapevine Residential Letting Agency Limited, Office 201 141-157 Acre Lane London SW2 5UA.
- 7.24 The Managing Director will write and acknowledge receipt of the letter confirming that the issues are being investigated and that the Landlord can expect a written detailed response, together with a proposed resolution within 21 working days from the date of receipt of the letter.
- 7.25 Should the Landlord remain dissatisfied with the response, they should write a response detailing why they are not satisfied. The Managing Director shall investigate further and respond with a final point of view letter to the Landlord. This will include any offer made.
- 7.26 Should the Landlord still remain dissatisfied they are entitled to refer the matter to the Property Ombudsman for review.

## **Notice of the Right to Cancel**

- 7.27 If this agreement is signed in the Landlord's own home or place of work in the presence of a representative of the agency with whom the Landlord is making the contract and the Landlord is a "consumer" then the Landlord has a right to cancel the contract within 7 days of signing under the Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008. A consumer is a natural being and the matter to which this contract refers is not their trade or business.

- 7.28 These Regulations are unlikely to apply to an investor Landlord. This Right to Cancel means that if the Landlord is a consumer Grapevine Residential Letting Agency Limited will not commence marketing the Property until the end of the Cancellation Period or incur costs on the Landlord's behalf during that time.
- 7.29 The Landlord has two options. The Landlord can either tick "Yes" on the Marketing Confirmation document instructing Grapevine Residential Letting Agency Limited to commence marketing on the Landlord's behalf and confirming that should the Landlord cancel before the end of the Cancellation Period, having instructed Grapevine Residential Letting Agency Limited to proceed on a Tenancy, the Landlord will be liable for costs as set out in Section Six; or tick "No" on the Marketing Confirmation document instructing Grapevine Residential Letting Agency Limited to commence marketing only at the end of the Cancellation Period, retaining the bottom part of this Notice in case the Landlord wishes to cancel within the next 7 days.
- 7.30 If the Landlord does not want performance of the contract prior to the finish of the Cancellation Period the Landlord has a right to cancel this contract by delivering or sending (including by electronic mail) a Notice of Cancellation in writing to the person named below within 7 days of receiving this notice. The Notice of Cancellation should be sent to Grapevine Residential Letting Agency Limited Office 201, 141-157 Acre Lane London SW2 5UA or contact\_us@Grapevineletting.com
- 7.31 The Notice of Cancellation is deemed to have been served as soon as it is posted or emailed. The Landlord may use the cancellation form below if they so wish. Complete, detach and return this form (ONLY IF YOU WISH TO CANCEL THE CONTRACT)

(Cut along dotted line)

.....  
 .....

To: Grapevine Residential Letting Agency Limited Office 201, 141-157 Acre Lane London SW2 5UA or contact\_us@Grapevineletting.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract

Name(s):

Address of rental property(s)

.....  
 .....

Signed.....

Dated.....