



Apple Property Services

87, Park Lane,
Hornchurch,
RM11 1BH

TEL: 01708 704 768

TERMS OF BUSINESS

Between

APPLE PROPERTY SERVICES

And

NAME:

ADDRESS:

ADDRESS OF PROPERTY:

SERVICE: INTRO/ RENT COLLECT/FULL
MANAGED

DATE:

1. Terms of Business

We offer a range of letting and management services to meet your individual needs whether you are a private home owner, an investment land lord or a corporate property company our accounting and business practices fully comply with the property ombudsman (tpo) we are regulated by, and abide by their code of practice this contract contains our terms of business that bind our contractual relationship from time to time it maybe necessary to vary our terms of business, and we will do by advising you in writing of such changes, and the date at which such changes will become effective. We will not change the terms of business more often than six-monthly, unless such changes become necessary due to significant legislative changes, the terms of business set out in this contract will apply to your current instructions and to any future instructions that you give us by signing these terms of business you agree that we can market the property until the commencement of the tenancy, and manage the property and manage your possible successive tenancies, until such time as you instruct us in writing that you wish to terminate these terms of business under clause 8:4. In accordance with **the Consumer Contracts Information, Cancellation, & Additional Charges Regulations 2013** if you deal solely with us via the internet or you sign our Terms of Business not within one of our branches you have a cooling off period usually 14 days from the date of signing this agreement in acceptance of our Terms of Business, this might be extended by law in some limited circumstances within which to cancel this agreement. To cancel please communicate that you wish to do so clearly within the cooling off period. We would ask you to serve a formal 'Notice of Right to cancel' upon us in writing within the cooling period. Even if you cancel this agreement you will not be able to cancel any Tenancy Agreement which we have entered into on your behalf. We will have certain duties which we are obliged to

fulfil under the code of conduct mentioned above which will continue despite your cancellation where we have performed work for you during the cancellation period at your request under this agreement we may charge for it as we would charge a customer which engaged us for Tenant Introduction Services. Should you have any questions about the Terms of Business, please contact us.

Please note that all fees where a figure is denoted in sterling in the Terms of Business are shown inclusive of VAT at 20.00%. Should the rate of VAT change the fees indicated in the Terms of Business will be adjusted to reflect this change.

Our percentage fees are shown inclusive of VAT, and so you should not add VAT at the prevailing rate to these values. No VAT is payable on Rent or Deposit payments.

Our Services

2.1 Services

We offer 3 different levels of service – Full Management, Standard Letting Service and Tenant Introduction Service. The benefits of each level of service are as follows. For our Full management, Standard Letting Services and Tenant Introduction Service

- Viewing the property and advising on its preparation for the lettings market.
- Marketing the property to find a suitable prospective tenant
- Referencing the prospective tenant
- Preparing the relevant legal documents, including the Tenancy Agreement and the inventory and schedule of condition if you request this.

- Executing these documents, signing the Tenancy Agreement on your behalf if we are managing the property.
- Checking the tenant into the property if we are managing the property

And further, for our Full Management and Standard Letting Services

- Transferring rents when cleared funds are received and the money is lawfully due
- Accounting to you these monies received and paid over.

And further, for our Full Management Service

- Managing the property during the Tenancy Agreement, arranging repairs and refurbishments as necessary or as agreed with you.
- Accounting for any such monies incurred in managing the Property on your behalf.
- At the conclusion of the Tenancy Agreement, checking-out the Tenant from the Property.
- Arranging the release of the Deposit held and assisting with any deposit disputes.

Please note that whichever level of service you select we will hold and use information about you, supplied by you subject to the various permission obtained within these Terms of Business and in accordance with the Data Protection Act 1998. We may also send it in confidence for processing outside of the European Economic Area.

2.2 Other Letting Agents and Other Third Parties

2.2.1 From time to time, and in order to improve the efficiency of the services provided to you under the Terms of Business, we may instruct other letting agencies to assist us in finding a tenant for the property. You hereby expressly permit us to instruct such other agents on the understanding that our fees remain as set out in clauses 8.1 and 8.2, and on the further understanding that you will not pay any fees to any such other agent. We may share the fee you pay us with them, under a mutual agreement between us and any other such agent.

2.2.2 We may also contact other third parties who provide property related services on your behalf, to request that they provide quotations for their services in relation to the Property you hereby expressly permit to us to release your contact and other relevant details to any such third parties and authorise us to request that they contact you directly within details of their services and quotations. **2.3 Marketing of the property**

2.3.1 We may market the property using our established marketing methods, which may include some or all of the following:

- High profile internet marketing with various websites.
- High Street in-branch promotion
- Locally branded 'To Let' boards where permitted
- Newspapers and Magazine advertising.
- Colour property lists and property photographs available through our local and national branch network.
- Contacts with many local companies and relocation agents.

2.3.2 We continuously strive to promote ourselves to as many potential Tenants as possible, using a number of ways and means.

2.3.3 Once registered, we will qualify suitable Tenants and reference them from appropriate sources, which may include previous landlords (if any), employers, accountants, business references, Companies House and Credit Cheeks.

2.3.4 Whilst we may identify a suitable Tenant for the Property, we do not provide any guarantee that any Tenant we identify will satisfy the relevant referencing procedure or credit checks. Further we do not warrant to locate any suitable Tenant if at all for the duration of the Terms of Business.

2.4 Tenancy Agreements

2.4.1 We will prepare, in plain and intelligible English language a Tenancy Agreement consistent with the Property Ombudsman Code of Practice specifically for the Property and the Tenant. We keep our standard Tenancy Agreement under constant review to keep pace with the many legislative changes and case law, but can assist you with any adaptations you may wish to make to suit the Property and circumstances.

2.4.2 All our Tenancy Agreements are professionally produced by our dedicated team. When we are in receipt of signed Tenancy Agreements from you and the Tenant and any monies payable we will formally complete the documentation to give legal effect to the Tenancy Agreement. We will sign the Tenancy Agreement, on your behalf as your agent where you have authorised us to do so in writing, and formally complete the Tenancy Agreement once the Tenant has signed and returned the same. Should there be any extensions or renewals of the Tenancy Agreement, we will continue to prepare all necessary subsequent extension Tenancy Agreements and formally complete the same upon receipt of signed documentation from you and the Tenant.

2.4.3 In order for us to accurately draft your Tenancy Agreement it is important that you give us clear written instructions regarding the length of time the property will be

available for letting, and any further requirements you may have such as the existence of any appliance warranties. We will ask you for these details when we begin to market or manage the property, and you should notify us of any subsequent changes.

2.4.4 You must also provide use with details of any obligations or restrictive covenants under any head-leases or contracts relating to the property which your tenant will be bound to observe. We will include appropriate details of any such information in the Tenancy Agreement and we will forward any such details to the Tenant.

2.4.5 In signing the Tenancy Agreement, you are deemed to have accepted any such references and thereby grant consent for the tenancy to proceed.

2.4.6 Should you not wish to use our service to prepare the Tenancy Agreement we will not approve or check any third party Tenancy Agreement and will not accept any responsibility for any losses suffered by you directly or indirectly resulting from the clauses of a Tenancy Agreement that we have not prepared.

2.4.7 Our Charge for preparation and execution of any extensions to the Tenancy Agreement (Either periodic of fixed term) and / or any addenda is split equally between you and the Tenant, and is £0.00 each, for each for such document that we have not prepared.

2.5 Preparing the Property before your Tenancy Commences

Following a specific request by you we can assist in preparing the property before the Tenancy Agreement commences by, for example, arranging for rubbish to be cleared out, or furniture to be moved. Should we consider it necessary we will arrange for a cleaner to clean the property before the tenancy commences. In each case you will be liable to pay the appropriate contractor's invoice, and we will charge and

administration fee of 4% of the total invoice value.

2.6 Inventories and Schedules of Condition (if requested by you)

2.6.1 Upon written instructions before the commencement of the Tenancy Agreement we will organise a specialised service to complete an inventory of furniture, fittings and conditions to prepare by an experienced inventory clerk, who will also arrange a check in of the property and prepare a report. A check-out, may also be arranged and a report prepared upon the tenant vacating. The check-out and inventory service is strongly recommended in order to establish a schedule of condition for the property for the purposes of completing the check-in and check-out process.

2.6.2 Please note that this does not include inspections of lofts or cellars. Please further note we do not accept any responsibility for the inventory clerks failure to inspect and which we have not been given access to.

2.6.3 Costs for compiling and checking the inventory will vary according to the size of the property, the amount of furnishings, and the time required to undertake this service. As landlord you are responsible for the costs of preparing the inventory and schedule of condition and for the check-out. The tenant will be responsible for the costs associated with the check-in. our fees are non-refundable after this service has been completed. This service will be included in your Fully Managed package

2.6.4 We will not accept any responsibility especially in regard to deposit disputes should you prefer to carry out your own inventory formalities or choose not to record the condition of the property prior to any tenancy agreement commencing or concluding.

2.6.5 Reasonable care will be taken when instructing independent inventory clerks but we accept no liability or responsibility for any error or omission on their part in the

preparation of the report of their conduct during check-in or check-out.

2.7 Utilities

When a tenancy agreement commencement date has been agreed or when a liability tenancy end date has been agreed we may at our discretionary arrange for the gas and electricity to be transferred to a nominated energy supplier during any period that the property is unoccupied. This does not prevent you the landlord from changing the supplier, and details of the energy supplier are available to you upon written request to us. You agree that we may provide your contact details to the energy supplier for the purpose of registering the gas and electricity and administering your account.

2.8 Transfer of Rents (*applicable to our standards of lettings and full management services*)

2.8.1 We will transfer all rents received directly to your nominated bank account. We must of course have cleared funds in our account and you must be entitled to rent in accordance with terms of the tenancy agreement changes to your banks details must be confirmed by you to us in writing.

2.8.2 We will account to you regularly showing rents received and transferred to you, payments made for our fees, and other disbursements made in respect of property management issues and repairs, refurbishments and maintenance of the property, together with payments for any other services you authorise us to make on your behalf.

2.8.3 Where any overpayment of rent has been paid to you we reserve the right to refund any such overpayment from monies held on your account whether paid to us by you, that same tenant, another tenant or any third party.

2.9 Arrears and Tenant's Infringements (*applicable to our Standard Lettings and Full Management Services*)

2.9.1 Should the tenant fall behind with the rent we will automatically adopt our arrears procedure, keeping you updated at all relevant intervals. If we become aware of any other significant breaches of the Tenancy Agreement you will be informed accordingly. 2.9.2 If it becomes necessary to take legal action against the tenant and you do not have our RLP insurance detailed in clause 5.3 you will be responsible for instructing your own solicitor and for all legal costs and court fees arising as a result of the instruction. If any of our staff are required to attend court on your behalf there will be a charge of £240.00 per hour or any part therefore each staff member plus reasonable travel costs and expenses. As you are taking our full management services you will not be charged for this.

2.10 Repairs and Management Reserve (*applicable to our Full Management Service*)

2.10.1 During the tenancy agreement but not during marketing periods we will investigate any maintenance issues or repairs at the property reported to us by you or the tenant and instruct suitable professional contractors to carry out necessary repairs.

2.10.2 In the case of repairs up to £50.00 works will be instructed immediately without reference to you providing we are holding sufficient funds. To provide for this facility we hold a float of £50.00 where major works are necessary. For example, roofing, replacement of a boiler or re-decoration, an estimate(s) will be obtained and sent to you for approval. Should the cost of these works extend £50.00 we will charge a fee of 4% + VAT of the net invoice. You have notified us that you don't want this services so no float will be taken.

2.10.3 In all cases of repairs being necessary we will use your own preferred contractors,

subject to them having the necessary insurance and professional qualifications.

2.10.4 We reserve the right to instruct a contractor of our own choice, on your behalf in the case of an emergency or if you're preferred contractor is unable to undertake the work within a reasonable length of time.

2.10.5 You agree that you (and not us) will be liable to all contractor's invoices for full cost of all works and repairs where they are instructed in accordance with the Terms of Business.

2.10.6 We will make payment for all such invoices from monies held in your rent account, and should such funds not be immediately available we will look to you to provide funds to settle the invoices immediately upon notification.

2.11 Payments of Outgoings (*applicable to our Full Management service*)

2.11.1 We will pay property related invoices and bills with the sole expectation of mortgage payments or loans on your behalf and account to you on your statement.

2.11.2 We are entitled to accept ad pay invoices and bills on your behalf which appears to be correct.

2.11.3 We are unable to make payment of any outgoings should we not hold a float of your funds and so we require sufficient monies to be available at all times during the tenancy agreement.

2.12 Property Visits (*if requested by you*)

2.12.1 At your specific request property visits will be arranged which will monitor the performance of the tenant(s) in respect of their contractual obligations and allow tenant(s) to communicate on-site should they have special requests or queries.

2.12.2 At the conclusion of a visit we will submit a written report to you with comments regarding any recommendations for action required.

2.12.3 These visits should not be relied upon to pick up any structural defects any they do not include lofts, cellars or locked bedrooms.

2.12.4 Our charge for any visits are £120.00 each. We shall not be liable for any defects or losses arising out of any failure or delay undertaking any such visits if we are unable to gain access to the property.

2.13 Tenancy Extension (applicable to our Standard Lettings and Full Management Service)

Prior to a fixed term tenancy agreement expiring we shall attempt to negotiate and agree a further fixed term with the existing tenancy unless you instruct us in writing to the contrary such notice to be received by us least 70 days prior to the end of the current fixed term fees payable in connection with such negotiations are payable whether the tenant commits to a further fixed term or not. This service is free under your fully managed service

2.14 End of Tenancy Check Out (applicable to our Full Management Service)

Where we manage the property, our experienced members of staff will negotiate between you and the tenant and attempt to settle any damages or proposed deductions from the deposit and attempt to secure both you and the tenants express consent before we disburse the deposit monies.

2.15 End of Tenancy (applicable to our Standard Lettings and Full Management Services)

Where a tenancy agreement ends we shall automatically remarket the property in accordance with clause 2.3 with a view to finding another suitable tenant unless you instruct us in writing to the contrary (such notice to be received by us at least 70 days prior to the end of the current fixed term)

2.16 Refurbishments (applicable to our Full Management Service)

2.16.1 We are able to provide a comprehensive service from the installation of new kitchens and bathrooms to redecoration, soft furnishings and carpet.

2.16.2 To enable us to supply detailed estimates we require a payment on account in the sum of £50.00 which is deducted from our fee should you proceed with the works. If you decide not to proceed after we have provided proper and complete estimates in accordance with your specifications a maximum fee of £50.00 will be deducted from the sum held.

2.16.3 The funding for any such works is required prior to contractors being instructed. Our fee for both these services is 4% + VAT of the net cost of the works. **2.17**

Any Other Work /Services

In the event that you wish us to undertake any other work of services beyond that specified in the Terms of Business, we shall agree with you a description of that work in writing and Terms of Business for any amended terms agreed between you and us at the time in writing will govern our relationship with you in respect of that other work.

3 Deposits

3.1 Deposits

3.1.1 Where we are instructed by you to hold deposit we will hold the tenants deposit as stakeholders and it will not be realised until both you and the tenant have agreed to any proposed deposit deductions or an appropriate third-party adjudication has ruled how it should be allocated between the parties.

3.1.2 No interest will be paid on the deposit to either you or the tenant

3.1.3 Our Charges for this service where you opt for our Standard Lettings or Full

Management services is £400.00 per month for the duration of the tenancy agreement, until such time as the tenant gives up vacant legal possession of the property.

3.1.4 Our charge for this service where you opt for our tenant introduction service will be £48.00 per amount. This fee is payable at the commencement of the tenancy agreement and payable at the same rate of each anniversary of the tenancy agreement start date whilst deposit is held by us.

3.2 Tenancy Deposit Protection

3.2.1 For all assured short hold tenancies, if we are instructed by you to hold the deposit, we will do so under the terms of tenancy deposit protection scheme chosen by us and **the Housing Act 2004 as amended**

3.2.2 If you decide to protect the deposit yourself for appoint another agent to do so we shall require from you before we will realise the deposit either

- Your DPS custodial membership number and the exact name on the account or,
- Your DPS insurance protection confirmation complete with all relevant and correct details once it is active or;
- A valid IDS or my deposit protection confirmation complete with all relevant and correct details.

3.2.3 Our charge for collecting, checking your deposit protection arrangement and transferring a deposit is £0.00 per deposit. In the case of DPS Custodial we shall make arrangements of the Deposit to be transferred to that scheme.

3.2.4 In all cases where you choose to protect the deposit in your own deposit protection scheme it is your responsibility to ensure that the deposit protection legislation is complied with including service of the prescribe

information on the tenant or any interested parties at the commencement of the tenancy agreement renewal of the fixed term or lapsing to a statutory periodic tenancy. We will not accept any liability for any loss suffered by you if you fail to comply with the deposit protection legislation, current good practice or tenancy scheme rules.

2.3.5 Where we are insured by you on a tenant introduction service you as landlord will be responsible for re-serving the prescribed information on the tenancy agreement being extended by you or lapsing to a statutory periodic tenancy. We accept no responsibility for your failure to re-serve the prescribed information or compliance with the housing act 2004 as amended.

3.3 Deposits at the end of the

tenancy 3.3.1 Full Management

Service

At the end of the tenancy agreement we will attempt to secure your consent and the consent of the tenant for the allocation of the deposit is held in our chosen scheme we will deal with any adjudication procedure provided by the scheme. Please note that under our chosen scheme only a tenant can raise a dispute. Where the deposit is held in your own preferred scheme you will be responsible for dealing with the scheme administrators for the release of the deposit or any dispute.

3.3.2 Tenant Introduction and Standard Lettings Service

At the end of the tenancy agreement you will be responsible for agreeing with the tenant any claims against the deposit and where the deposit is held in your preferred scheme, dealing with the release or adjudication of any dispute is held in our chosen scheme we will act as a simple conduct to pass your instructions or documentation provided by you to the scheme administrators. We will

not approve or advise on the instructions or documentation provided by you. We will supply evidence in support of rent arrears for our standard letting service at your request.

3.3.3 Alternative Dispute Resolution

All parties agree to co-operate with any procedures put in place to resolve the dispute and further agree to be bound by the terms of any decisions made by the adjudicator appointed by the appropriate tenancy deposit protection scheme where the dispute has been referred for alternative dispute resolution (ADR). Any cost associated with the dispute resolution shall be split equally between you and the tenant subject to any decision made as to fees as a result of the ADR. It is not compulsory for you or the tenant to refer any dispute in this manner you or the tenant may if either choose to do decline any dispute being dealt with by ADR where we feel there is no reasonable prospect of success of your claim or where any fees payable under this section remain unpaid where ADR has been declined by us you remain entitled to bring a court claim against the tenant and you will be responsible for any costs involved in making any such claim.

4. Safety and legal Formalities

4.1 Gas (Appliances and Pipe work)

The Gas Safety (Installation and Use) Regulations 1998 apply to all domestic properties. You must have all gas equipment and pipe-work (if any) at the property safety checked annually by a qualified person, keep a record of work carried out on the appliances, and obtain a gas safety record (GSR) **4.1.1 Prior to any tenancy**

The GSR must be given to the tenant at the commencement of the tenancy agreement. Where no GSR is provided by you in good time prior to a tenancy agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake

the preparation of the GSR on your behalf. The cost of this preparation will be payable by you to us when this work is ordered and is non-refundable.

4.1.2 During the remaining period of any tenancy

A GRS must be renewed annually where we are instructed under standard letting or full management services we reserve the right to instruct a suitably qualified contractor to undertake the preparation of a further GSR before its expiry should this not have been supplied by you to use I good time prior to expiry of the current GSR the cost o tis will be payable by you to us when this work is ordered and is no refundable.

Our charge for checking GSR provided by you is £24.00 nothing contained within this document or any action taken by us intended to impose any responsibility for gas safety reports on us by signing the terms of business you are accepting full responsible for ensuring that the property and appliances installed within comply fully with these regulations.

4.2 Electrics (Appliances and Wiring)

4.2.1 **Part P of the Building Regulations** requires certain electrical works to be carried out by a qualified and competent electrician The Housing Act 2004 (as amended) further enforces Part P of the Building Regulations, and in order to safeguard you against possible prosecution should the tenant sustain injury all properties to be let require to portable appliance test (PAT) and a fixed wiring test (FWT)

4.2.2 Where 3 or more unrelated sharers occupy a property (making it a house in multiple occupation) an electrical safety test must be carried out and a certificated obtained.

4.2.3 We reserve the right to obtain either or both a PAT and a FWT for the property prior to the commencement of the tenancy

agreement or on renewal at your expense where you dot no supply these in time.

4.2.4 By signing terms of business you accept full responsibility for ensuring that the property its wiring and any of your appliances fully comply with these regulations. **4.3**

Furniture & Furnishing Regulations

4.3.1 You must comply with the Furniture and Furnishings (fire) (safety) regulations 1988 (as amended 1989 and 1993) which set levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within the property must comply and it is a criminal offence to let a property to a tenant with noncompliant furniture or furnishings.

4.3.2 Should we find any furniture or furnishings in the property that does not comply with the legislation we will advise you to remove such items.

4.3.3 Should you not remove any such items, we may remove them and dispose of them at your expense. You can obtain a comprehensive guide to these regulations from your local trading standards office.

4.3.4 By signing the terms of business you accept full responsibility for ensuring that the property's contents comply with these regulations.

4.4 Energy Performance Certificates (EPC)

Before we market or manage the property an EPC for the property must have been commissioned unless you request otherwise or provide an EPC to use when you sign the terms of business we will instruct a surveyor to undertake the preparation of the EPC on your behalf. The cost of this preparation will be payable by you to us when this work is ordered and is non-refundable should we not let the property.

4.5 Licensing –Housing Act 2004

4.5.1 The property will require a mandatory HMO licence if it comprises 3 or more storeys and has 5 or more occupiers who do not form one household and who share kitchen or bathroom facilities.

4.5.2 Further some local authorities may require a landlord licence for you to rent out the property even if it is not an HMO other regulation may apply to other properties under extended licensing and selective licensing provisions depending on the policies of the local authority.

4.5.3 In both cases it is your responsibility to obtain a licence and to comply with any conditions imposed by the local authority when granting it. Letting a property without a licence where one is required is a criminal offence and can attract a fine of up to £250.00 in addition to legal costs and a penalty rewiring the landlord to repay rent received in the last 12 months.

4.5.4 If you think the legislation applies to the property it is essential that you contact your local authority to register the property

4.5.5 If the property requires a licence it is your responsibility to acquire and apply for one. By signing the terms of business you are accepting full responsibility for ensuring the property complies with the licensing regulations and any fine made as a result of your failure to obtain a licence. We do not accept any liability for your failure to obtain a licence and cannot assist you in applying for a licence

4.6 Water

Please note that the **Water Act 2003** allows the tenant, if renting the property for longer than six months, to apply for a water meter without your permission 4.6.1 Water & Bacterial Control

The approved code of practice (ACOP) issued by the health and safety executive contains requirements and guidance that applies to let residential properties under the ACOP you confirm your property is properly assessed and controlled further information is available at www.hse.gov.uk

At your specific request and expense, we can arrange for the property to be assessed and any remedial action taken **4.7 Introductory**

Fees from Third Parties

4.7.1 It is possible that in the normal course of business we will be offered introductory fees by third parties to whom we might introduce you or the property. These fees allow us to charge lower fees to you see our website for further details additional information may be available if required depending on the type of information requested a reasonable administration fee may apply.

4.7.2 If we are offered introductory fees or other form of remuneration and we are satisfied that the service provided is as reasonably as good as and / or no more expensive than adversely affected, we may accept such introductory fees for our own benefit and will not account to you for these.

4.8 Permissions & consents

In signing the terms of business, you are confirming the following.

4.8.1 That you are the sole or joint owners of the property registered at the land registry to let the property under the terms of any mortgage or head lease.

4.8.2 In the case of joint ownership that all owners as they appear on the title of the property will be named on the tenancy agreement and that if signing on their behalf this will be by way of a power of attorney created 'as a deed' by a solicitor.

4.8.3 That your insurance company has consented to extended cover on the property and its contents for the duration of any tenancy agreement, such cover to include third party and occupier's liability risk

4.8.4 You are accepting full responsibility for obtaining and maintaining all necessary planning permissions relation to the use of the property

4.8.5 Any photos taken for marketing purposes or any other purpose are the sole property apple property services. Apple Property services reserve the right(s) to use said photos where we deem appropriate.

4.9 Governing Law and Jurisdiction

4.9.1 The terms of business and any issues, disputes or claims arising out of or in connection with them whether contractual or non-contractual such as claims in tort, breach of statute or regulation or others shall be governed by and construed in accordance with, the law of England and Wales

4.9.2 All disputes or claims arising out of or relating to the terms of business shall be subject to the exclusive jurisdiction of the courts of England & Wales to which the parties' irrevocable submit. **5 Insurance**

5.1 Insurance

It is essential that you notify your insurance company of your intention to let the property so they can advise you of any additional cover that may be necessary. We require proof that a policy giving permissions for letting exists.

5.2 Buildings and Contents

We offer a comprehensive insurance scheme specifically designed for landlords, which is underwritten by AXA insurance, one of the world's leading insurers. We may provide you with full details and a quotation at the start of our marketing or management policies you may have negotiated through us come up for renewal we may transfer cover to a different

insurer for which we are agent if this policy offers the same cover at a lower price. By signing the Terms of Business, you agree to this change when your policy comes up for renewal.

5.3.1 Rental Protection and Legal Expenses Insurance (RLP) applicable to our standard lettings and full management services, if requested by you

5.3.1 We offer a comprehensive rental protection and legal expenses insurance which covers

- Monthly rent paid by the insurers until vacant legal possession is obtained subject to the policy excess and terms
- Your legal cost subject to the terms of cover being court fees, solicitor's fees and/ or bailiff's fees all paid for obtaining possession.
- The policy does not cover your opponent's legal costs if you were to lose the claim.
- By signing the terms of business, you provide authority for us to instruct our nominated solicitor and for proceedings to be issued in your name against the tenant in order to obtain vacant possession of the property.
- The facility to use the security deposit held by us for property damages if any rather than rent arrears.
- You understand that the insurance covers you until vacant possession and you understand should the tenant vacate early the insurance will only cover you whilst a tenant is living in the property.

We offer rent and legal protection insurance subject to terms and conditions laid out by several insurance companies. Apple Property Services uses an array of insurers to get the

best possible cover and price for its clients. The landlord is responsible for producing, valid gas safety certificates, Valid N.I.C certificates and Valid E.P.C. when requested.

R.L.P. will not cover landlords in the event a bailiff is needed.

6. Guaranteed Condition

Apple property services will on occasion Guarantee the condition of a property subject to the following:

Apple Property Services have sole discretion as to what constitutes fair wear and tear.

Apple Property services must conduct the check-in and check-out reports exclusively.

Guaranteed condition does not cover any, and all gas, electric or water-based appliances. Apple Property Services will only guarantee the condition of a property up to the full value of the tenant's deposit.

Apple property Services will only guarantee the condition of a property when all quotes and works are completed by their approved contractors. Any claims must be made with 14 days of the tenant vacating the property.

Apple Property Services reserve the right to withdraw this service should any of these terms not be met.

6.1 Empty Properties

Our fully managed service does not include the supervision of empty properties whether it is empty prior to a tenant taking occupation, between tenancies or after a tenant has vacated the property. Once a property is untenanted we cannot pay bills on your behalf or instruct contractors unless such action is part of a previously agreed refurbishment programme, or you have instructed us in the empty care service below

6.2 Our Empty Care Service

Our empty care service is available to you as a flexible programme of visits to the property at agreed intervals. It is designed for the empty period between letting while the property is on the market for sale, or to cover any periods when the property is empty for any other reasons.

Our services to you will include

- Visits we will visit the property at agreed intervals to ensure that there are no obvious defects or irregularities. These visits should not rely upon to pick up any structural defects as they consist of a walk through, which excludes lofts, cellars and locked rooms inspections. The cost of these visits is £125.00 each
- Reports following each visit: we will submit to you a brief report highlighting any irregularities, defects or problems, in line with the above.
- Should we find any defects or irregularities on these visits we can instruct contractors where necessary on behalf of the landlord. The landlord will be responsible for the cost of all repairs and will be required to settle payment directly with the contractor. We take no responsibility for any damages missed or un reported

It is essential that you notify your insurance company of your intention to leave the property empty. They will advise you of any additional cover that may be necessary.

7 Other services and information

7.1 To Let Boards

In order to assist our marketing of the property we may erect a 'To Let/Let By'

boards unless you instruct us otherwise in writing

7.2 Service of Notices (if requested by you)

7.2.1 We require at least 7 working days for any instructions relating to notices to be acted upon statutory provisions impose important time limits and failure to meet these limits can be fatal to the nights concerned.

7.2.2 If we receive late instruction from you we may not be able to implement your instruction in time

7.2.3 We accept no liability or responsibility for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve your own notice

7.2.4 We accept no liability for non-receipt of any such communication. We accept no liability if you do not provide instruction that are clear and complete enough to be acted upon.

7.3 Services to Purchasers

We are legally obliged to inform you that this company or any other company within Apple Property Services Limited may offer the following services to potential purchasers of the property

- Estate agency services
- Mortgage and financial services
- Arrangement of house contents and general insurance
- Survey and valuation services
- Chattel auctions
- Conveyance services

7.4 Incorrect Information

You, as owner and landlord of the property warrant that all the information you have provided to us is correct. Should this information not be correct, and this causes us

to suffer loss or cause legal proceedings to be taken, you agree to reimburse and compensate us for all losses we suffer

The statutory rights of either you or the tenant to take legal action against each other remain unaffected by this clause **7.5**

Indemnity / Ratification

You the sole owner of the property undertake to what we as your agent shall lawfully and reasonably do by virtue of the terms of business and to indemnify us against all costs and expenses properly incurred by us in carrying out our duties and all other actions and act pursuant hereto including legal expenses

Please be aware that Apple Property Services Limited may operate in its own name providing administrative support services to landlord clients **8 Our Fees**

Land Lords Licensing

Apple Property Services take no responsibility for landlords or property licensing unless paid the sum of £599.00 and advised by the landlords prior to tenants moving in to apply for any form of license(s) prior to tenants moving in. This includes and is not restricted to any private licenses, bespoke license, selective license, any H.M.O. license or any local authority licenses in operation at any point in time prior to or during the tenancy. Should apple property Services receive any fine in any way shape or form it reserves the right to request immediate payment for said fine's from the landlord(s) as this is deemed a failure on the landlords behalf. We will take no responsibility for landlords failing to

notify free holders, lease holders or local authority that their property is to be tenanted.

8.1 Terms Relating to Fees

8.1.1 If we introduce a tenant who enters into an agreement to rent the property. Fees become payable to us by you the fees are charged for the introduction, renewal, where the tenancy agreement continues beyond the original terms and the standard lettings service or full managed service where those services are requested by you

8.1.2 The fees are payable by you in circumstances where a tenant introduced to the property by us executes a tenancy agreement, whether or not the tenancy is finalised by us

8.1.3 If an offer from a tenant has been accepted by you references have been applied for and/ or tenancy documentation prepared, you will become liable for a fee of £350.00 if you then decide to withdraw and not to proceed to completion or to possession

8.1.4 The Scale of Fees charged is set out in clauses 8.2 below

8.1.5 The introduction Fee is fixed at £350.00

8.1.6 The introduction fee is payable on or before the commencement of the tenancy agreement. Where the introduction fee exceeds the initial rent monies paid by the tenant the balance must be paid prior to the commencement of the tenancy agreement

8.1.7 The standard lettings service (SLS) and Full Management Service (FMS) Fees are charged as a percentage of the monthly rent payable by the tenant.

8.1.8 The SLS OR FMS Fees can be paid either in full at the outset of the tenancy, any extension thereof or will be deducted out of monthly rent received

8.1.9 We will deduct the SLS OR FMS Fees from the rent, or from any other monies that we hold on your behalf

8.1.10 where we are instructed under tenant introduction or where you have terminated our standard lettings service or full management service we will be entitled to charge a FMS OR SLS renewal fee

8.1.11 The FMS or SLS Renewal Fees is payable by you for the whole time (excluding the original term of the original tenancy agreement, that the tenant introduced by us or event of a renewal, extension or during a period of holding over where the extension of holding over is by a tenant or occupant

8.1.12 The FMS or SLS renewal fee will be charged as a percentage of the total value of the rent over the period of the original terms identified in the original tenancy agreement, FMS or SLS renewal Fee is payable whether or not we have negotiated the tenancy, renewal, extension or holding over.

8.1.13 during periods of holding over whether the holding over is by a tenant or occupants the FMS or SLS renewal fee will become payable at the point that holding over arises and thereafter at intervals equal to the period of the original term as identified in the tenancy agreement

8.1.14 The FMS or SLS renewal fee must be paid upon or prior to the start of the renewal extension or the dates in line with clause 8.1.13

8.1.15 Where there is more than one person comprising the tenant or occupant the FMS or SLS renewal fee will be payable in full where any or all of them remain in occupation after any renewal extension or on the dates in line with clause 8.1.13

8.1.16 If we do not hold sufficient funds on the account to pay our fees, we will invoice you and our fees will be payable within 7 days of the invoice date if we received any money from you or from a third party on your behalf

we may use that money to pay any amounts due to us from you

8.1.17 If you or the tenant terminates the tenancy agreement prior to the end of the tenancy term and such termination is in compliance with the terms of the tenancy agreement for example because a break clause was included and exercised and appropriate percentage of the FMS or SLS renewal fees, calculated on a pro rata basis, will be refunded upon written request for the remaining period of the tenancy

8.1.18 If the landlord is more than 1 person each person forming the landlord will be jointly and severally liable for our fees

8.2 The Amount of the Fee

8.2.1 Our introduction fee is subject to a minimum fee of £350.00

8.2.2 Our standard lettings service fee is £350.00 upfront plus 4% PCM payable in accordance with the frequency with which rent is due and on the total rent's payable under the terms of the tenancy agreement

8.2.3 Our full management service fee is 4% + VAT monthly payable in accordance with the frequency with which rent is due and on the total rents payable under the terms of the tenancy agreement

8.2.4 The fees for our standard lettings service or Full management service identified in clauses 8.2.2 – 8.2.3 above are payable for the duration of the period that we are instructed by you to undertake these management services irrespective of any renewal extension or period of holding over of the tenancy agreement.

8.2.5 Our FMS or SLS is 4% + VAT subject to a minimum fee of £99.00 for each period that the renewal fee relates on the total rent payable under the terms of the tenancy agreement

8.2.6 Should any amounts due to us be outstanding for a period of more than seven days, we reserve the right to charge you interest at 8% above the Bank of England base rate from the date the fees became due until the date of payment interest will accumulate on a daily basis and will be compounded monthly

8.2.7 The fees set out here are lower than we would seek to charge you because we are paid introductory fees, by a

number of third parties in relation to introductions and things such as details for our landlords and their properties. (See our website for details) Additional Information may be available if required depending on the type of information requested a reasonable administration may apply

8.2.8 There are also a number of additional costs indemnified in the terms of business that will be payable by you as landlord of the property.

8.3 Fee and Service Charge

8.3.1 If a tenancy agreement continues for more than 2 years we reserve the right to increase the quoted fees or other fees

8.3.2 Should you wish to change from our Full management service, such change will be subject to the agreement of your tenant and cannot be undertaken until the end of the existing fixed term tenancy. This will allow the tenant the opportunity to find alternative accommodation if they are reluctant to liaise directly with you. You must always give us 3 months written notice if you wish to change the service

8.4 Termination & Suspension

8.4.1 We reserve the right to suspend the proviso of our standard lettings or full management service in the event that any payments from you are outstanding. We shall not be obliged to continue to provide our services until full payment of any outstanding

amount has been made. We will not be liable for any loss suffered by you during any period of suspended service.

8.4.2 Six months written notice must be given if for any reason either party, you or we, wish to terminate the terms of business However, our fees remain due and payable by you as follows

- Full Management or Standard Lettings Service fees remain payable at the agreed percentage until the end of the notice to terminate this agreement or until the tenant vacates the property (whichever is sooner)
- Renewal fees remain payable at the agreed percentage in connection with any renewals, extensions or periods of holding over by the same tenant or occupant.

8.4.3 Should there be a legitimate and enforceable breach of terms of business by us, you may terminate the terms of business forthwith and no further fees will be payable

8.4.4 We reserve the right to suspend or terminate the provision of our standard letting or full management service immediately in the event that you the landlord breach any of the relevant legislation including but not limited to **Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989 ad 1993). The Gas Safety Installation and Use Regulations 1998 The Protection from Eviction Act 197, The Housing Act 1988, The Housing Act 2004 (as amended)**

The Housing Tenancy Deposit Prescribed Information Order 2007 and The Localism Act 2011

9 Exclusions of Liability

9.1 Nothing in the terms of business shall exclude or limit our liability for death of personal injury caused by the negligence of us as agent.

9.2 Our services will be provided using obedience and we cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise of a tenant or for services provided by ourselves or a third party and we cannot accept liability for any failure on their our are behalf party.

9.3 We cannot accept liability for any loss or damage howsoever caused even if foreseeable where the terms of business have been conducted under clause 2 or terminated by you under clauses 8.4.2 and 8.4.3

9.4 In no event will we be liable to you in contract or tort or savings, profit, use or value or any indirect or consequential of loss however arising

9.6 Each condition in the terms of business excluding or limiting operates separately. If any provision or part of a provisions held by a court to be unreasonable or inapplicable the other parts shall continue to apply.

9.7 Force Majeure shall not entitle either party to terminate the terms of business and neither party shall be in breach of the terms of business, or otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations, due to circumstances beyond its control

10 Data Protection

Under the Data Protection Act 1998 you are entitled on payment of a fee of £10 to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

11. Entire Agreement

11.1 The Terms of Business constitutes the entire agreement between the parties and supersedes and extinguishes any previous agreements, arrangements and understandings between us relating to the terms of business, whether made in writing or verbally

11.2 Each party acknowledges that in entering into the terms of business it does not rely on any statement representation or warranty made innocently or negligently by any person, which is not included in this agreement.

11.3 The parties agree that each of them shall have no remedy for any statement, representation or warranty made innocently or negligently by any person which is not party to the terms of business.

Choice of services	Introduction Only	Full Management
Marketing advice & marketing strategy.	✓	✓
Arrange the E.P.C.	✓	✓
Introducing a tenant & negotiating terms	✓	✓
Preparing documentation	✓	✓
Deposit Protection Scheme membership	✓	✓
24 hour emergency line	✓	✓
Quotes for rent and legal insurance	✓	✓
Arranging periodic electrical inspections	✓	✓
Exemption application to inland revenue	✓	✓
Client accounting and arrears		✓
Arranging the inventory and check-in		✓
Transferring utilities		✓
Handling insurance claims		✓
Routine repairs and maintenance		✓
Payment of invoices		✓
Safety Certification		✓
Managing the check-out process		✓
Arranging annual gas safety		✓

Key words index

“we”, “our”, “us”

Apple Property Services Ltd, and any and all trading names of Apple Property Services. We have many brands and trading Styles. Please see www.ApplePropertyServices.com for details.

“You”, “your”

the owner of the property or their nominated agent with whom we have entered in to this contract.

“Deposit”

any money paid as such by the tenant before the start of the tenancy agreement and in accordance with the terms of the Tenancy Agreement

“Headings”

the headings in this Terms of business are inserted for the convenience of the reader only and should not affect the interpretation of the Terms of Business

“HMRC”

Her Majesty’s Revenue and Customs

“Occupant”

a person other than the Tenant in actual occupation of the property but excluding anyone in occupation as a trespasser or without the tenant’s permission.

“Property”

the freeholder or leasehold property or properties detailed in this contract together with any other present or future freehold or leasehold property in respect of which you instruct us to act.

“References to Statutes”

References to any statute or statutory provision shall include (1) any subordinate legislation made under it (2) any provision which it has modified or re-enacted (whether with or without modification) and (3) any provision which Subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of these Terms Of Business.

“Prospective Tenant”

the person to whom we introduce your property with a view to them becoming a tenant and entering into a Tenancy Agreement.

“Rent”

the money payable to you by your tenant in accordance with the terms of the Tenancy Agreement (including the premium in a premium lease)

“Tenant”

the person introduced by us to you and who, following our introduction, enters into a tenancy Agreement with you

“Tenancy Agreement”

an agreement, contract, or premium lease (including any continuation, extension or renewal of any agreement

...

or premium lease) whether in writing or verbal or created by operation of law for the lettings of the property

“Words & others”

words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender, the words “other” “including” and “in particular” shall not limit the generality of any preceding words whether wide construction is possible



Pre-indemnity form

We can provide all the services you need to have your property ready for the tenants to move in. Please complete the following form for any work requested.

Inventory and price list			
<p>It is essential that an inventory is drawn up before a property is let and the tenant is checked in against it by a professional inventory clerk.</p> <p>Please tick this box if you would like us to complete an inventory <input type="checkbox"/></p> <p>If you do not want an inventory, please read carefully & sign below.</p> <p>I confirm that I will arrange for the inventory to be carried out myself. I understand that it is in my best interest to have a third party complete the report. In the event I carry out the inventory myself or fail to do an inventory at all, I may seriously undermine my position to make a claim against the tenants' deposit.</p> <p>Signed:.....</p>	<p>1 Bedroom</p> <hr/> <p>2 Bedroom</p> <hr/> <p>3 Bedroom</p> <hr/> <p>4 Bedroom</p>		
<p>Please note additional costs will apply for properties with more than three reception rooms, out houses and/ or annexe's. We do our best to provide transparent pricing and should you need a bespoke service please contact the office.</p>			
Professional Cleaning & Price List			
<p>It is part of the agreement between you and your tenant that your property is professionally cleaned before the start of the tenancy.</p> <p>Please arrange a professional clean of my property <input type="checkbox"/></p> <p>Do NOT professionally clean my property <input type="checkbox"/></p>	<p>1 Bedroom</p> <hr/> <p>2 Bedroom</p> <hr/> <p>3 Bedroom</p> <hr/> <p>4 Bedroom +</p>	<p>120</p> <hr/> <p>140</p> <hr/> <p>170</p> <hr/> <p>POA</p>	
Gas, Electrical and Safety Certificates and Price List			
<p style="text-align: center;"><u>Electrical Equipment (safety) regulations act 1994</u></p> <p>I confirm that Apple Property Services have made me fully conversant with the provisions of these regulations and acknowledge and understand that landlords can find themselves prosecuted for gross negligent manslaughter in cases where they have failed to have the electrical supply to the property properly checked and maintained & where a tenant was subsequently killed as a result of undetected defects in the electrical system. I fully understand the provisions of the aforementioned regulations and accept full responsibility for ensuring that the above property & contents comply fully with these regulations throughout any tenancy.</p> <p>Please tick if you do NOT wish for a f.w.t to be carried out. <input type="checkbox"/></p> <p>Please tick if you would like us to complete an F.W.T. <input type="checkbox"/></p> <p>Signed:.....</p>	<p>Please arrange a gas certificate on my property.</p> <p>Do NOT complete a gas certificate on my property.</p> <p>I confirm that there is no gas supply or gas appliances at the above-mentioned property. Upon installation of a gas supply and or any gas appliances I will notify the abovementioned office immediately and therefore the obligations under the gas safety (installation and use) regulations 1998 do not apply.</p> <p style="text-align: center;">Signed: </p>		
Gas Safety Certificates (£60)	Legionella Report (£120)	Fixed Wiring Test £150	P.A.T Test £50
Confirmation			
<p><u>Total cost of works £.....</u></p> <p><u>Name:.....</u></p> <p><u>Property Address.....</u></p>		<p><u>Signed.....</u></p> <p><u>Dated:.....</u></p>	