

Letter of Appointment

Property address ('the Property'):

J302 The Green Quarters (FKA Southall Waterside)	
	Postcode

Correspondence address (if different from property address):

No 50A, Jalan Merah Mawar Tujuh U9/8G	
Kayangan Heights, Shah Alam	
Selangor, Malaysia	
	Postcode 40150

Dear Sir/Madam,

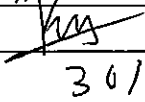
I/We hereby appoint Farrell Lewis to act as Sole Agent Multiple Agent (tick one box) of the above property and opt for Rent collection Management (tick boxes to indicate the services required) service; Let Only

To seek a rent of per which is to be collected on my/our behalf by Farrell Lewis; and that they will deduct their fees monthly through the duration of the tenants occupation as outlined overleaf.

The monthly fee of at the asking rent would be (inclusive of VAT).

- I/We; have read and accept the Terms & Conditions set out overleaf and require that the property should be let from:
- confirm that I/we am/are the legal owner/s of the above property and if the property is subject to lease or mortgage, it is my/our responsibility to obtain permission from the landlord or mortgage provider to let the property;
- Acknowledge that Farrell Lewis has made me aware of all my legal obligations regarding the electrical safety regulations, statutory gas certificate, EPC (Energy Performance Certificate), (which are all required by law to be in place for the entire duration for all tenancies) and ensure that all furniture complies with current fire regulations;
- Will notify my/our insurance company of the intention to let the property and will maintain the insurance and obtain any additional insurance cover that might be needed;
- Understand that where possible a 'To Let' board will be erected to assist in advertising the property;
- Instruct that Farrell Lewis pays the net rental income direct to the account detailed below (funds will only be paid providing Farrell Lewis are in receipt of signed letter of appointment as well as the tenancy agreement, valid gas safety certificate and EPC.
- Agree that no alterations to these Terms and Conditions will be accepted unless agreed and confirmed by Farrell Lewis.
- Acknowledge that all client monies are held securely at HSBC Plc.

Yours faithfully;

SIGNED	
DATE	30/12/20

Full names of all owners:

(Mr/Mrs/Ms/Miss)
ENG WEN KYE

- Sole Freeholder Sole Leaseholder Joint Freeholder Joint leaseholder

Mobile

Email

016-9249116
engwenkye@gmail.com

Bank/Building Society Name:

To be advised.

Bank/ Building Society address:

Account name:

Account no:

Sort Code:

Branch Address:

Postcode

Signed contract returned by: Post Fax Email In Person E-Sign

1. DEFINITIONS

In these terms and Conditions the following terms mean:

- 1.1 "Farrell Lewis"/"the agent"/"we"/"us" – the agent hereby instructed by you.
- 1.2 "you"/"the landlord" – the person(s) named overleaf and any successors in title being the owner(s) of the property.
- 1.3 "the property" – the property referred to overleaf or any part of it including any garage, outbuildings, fixtures, fittings and those appliances and the items of furniture listed in the inventory, but excluding any common parts and excluded parts.
- 1.4 "tenant" – any tenant or tenants occupying the property. If the tenant is a company it shall include any subsidiary or parent company.
- 1.5 "tenancy" – the tenancy granted to the tenant, including any initial agreement or any extension, subsequent agreement, renewal, holding over, or any statutory periodic tenancy to which the tenant is or may become, entitled.
- 1.6 "rent" – any payment made by the tenant or anyone on behalf of the tenant pursuant to the tenancy and for use of the property.
- 1.7 "commission" – the commission or fees as detailed in clause 5.

2. PAYMENT OF COMMISSION

- 2.1 In the event that Farrell Lewis introduces a tenant who enters into occupation of the property, the commission shall become payable to Farrell Lewis for the entire duration of the tenant's occupation under the tenancy. Farrell Lewis reserves the right to recover costs from the landlord should we be forced to pursue them for any unpaid commission/fees.
- 2.2 The commission is calculated as a percentage of the rent for the entire period during which the tenant introduced by Farrell Lewis remains in occupation of the property, the scale of commission charges is as set out below in clause 5.
- 2.3 Where there is more than one tenant introduced by Farrell Lewis the commission will be payable for any period that any of the tenants remain in occupation.
- 2.4 Where the tenant introduced by Farrell Lewis is replaced as a tenant (whether or not under a formal tenancy agreement) by his/her nominee, the commission will remain payable for as long as the new tenant shall remain in occupation of the property.

3. RENT COLLECTION SERVICE

In providing this service to you Farrell Lewis will:

- 3.1 Carry out an inspection of the property and advise you on the expected level of rent and any steps you may need to take to comply with all relevant safety regulations or other legal requirements, advertise the property and arrange viewings.
- 3.2 Arrange for (at your request and at an additional fixed cost to you) and inventory and professional check in/check out.
- 3.3 Apply for references to be taken up on all prospective tenants. In signing the tenancy agreement, the landlord, or landlord's legal representative is deemed to have seen and accepted any such references or waived the requirement for the agent to obtain these.
- 3.4 Demand and account to you the rent for the duration of the tenancy once it has cleared our account. You should allow 10 working days for cleared funds to be available for transfer to your account.
- 3.5 Make formal demand for, and take all other reasonable steps necessary (without issuing court proceedings) to recover any arrears of rent, and thereafter advise you of timescales for you to instruct solicitors and commence court proceedings to recover such arrears and/or enforce or defend your other rights in relation to the letting of the property.
- 3.6 Require one month's written notice should you not require the rent to be collected by Farrell Lewis. As Farrell Lewis would therefore not be collecting the rent, (and consequently unable to deduct the commission from the rent) the remaining commission (as outlined in clause 2) will be deducted and paid in 12 monthly instalments in advance for the remaining term of the tenancy and thereafter for the duration of the tenants occupation.
- 3.7 At your request, organise for an initial gas check (at a fixed cost to you). However, as a valid gas safety certificate is required for the entire duration of the tenants' occupancy and as Farrell Lewis is not instructed to manage the property, you will arrange to have all subsequent annual gas checks carried out and indemnify Farrell Lewis against the consequences of not doing so. In exceptional circumstances and upon receipt of separate written instructions, keys and access arrangements, Farrell Lewis will arrange the renewal of any gas checks on your behalf. The contractor's cost of £65.00 will be deducted from the rent.
- 3.8 Acting on your instructions to negotiate the terms of an appropriate tenancy agreement and sign on your behalf.

4. COMPREHENSIVE MANAGEMENT SERVICE

If you have appointed us to manage the property Farrell Lewis will also:

- 4.1 Visit the property periodically and submit a written report to you on its condition. Any reports submitted by us relate only to the decorative state of the property and are not intended to be a structural survey.
- 4.2 Carry out on your behalf, and at your cost, any repairs, servicing or maintenance of the property that may be required to maintain the property in a satisfactory condition. We will not incur any costs likely to exceed £250 in relation to any one item (on any occasion) without first notifying you, except in the case of emergencies. All contractors are only instructed by us on your behalf.
- 4.3 Arrange for a statutory gas safety test to be carried out at your expense prior to the tenant's occupation and annually thereafter.
- 4.4 If a professional check in/check out is done, we will notify the relevant utility suppliers of the change of occupancy.
- 4.5 Should you wish to cease the management service this will then have the effect of reducing the service to a rent collection service at the standard commission rate of 10% of the rent. Termination of management must be in writing, giving three months' notice.

5. COMMISSIONS AND CHARGES

- 5.1 Sole Agency: The commission for our rent collection service is 10% of the rent. The commission for our management service is 15% of the rent. You hereby undertake not to instruct any other agent during the term of agreement. To be clear for the purpose of clause 5.2 below, you hereby agree that private tenants or other agent's tenants originating before the termination date of this agreement are deemed to have been instructed by us.
- 5.2 Sole Agency terms: The commission will be due to Farrell Lewis if at any time a tenant takes occupation of the property: who has been directly or indirectly introduced by Farrell Lewis during the period of our agency agreement; or (b) with whom Farrell Lewis has had negotiations about the property during the said period; or (c) who has been introduced by any other party during the period of our sole agency agreement or its termination period.
- 5.3 Sole agency marketing period: our appointment as sole agent is for a minimum period of 12 weeks from the date overleaf; termination must be in writing giving 28 days' notice.

- 5.4 Multiple Agency: The commission for our rent collection service is 12.5% of the rent. The commission for our management service is 17.5% of the rent.
- 5.5 Multiple agency terms; the commission will be due to Farrell Lewis if at any time a tenant takes occupation of the property: (a) who has been introduced by Farrell Lewis; or (b) with whom Farrell Lewis has had negotiations about the property. Our appointment as a multiple agent is for a minimum period of 4 weeks from the date overleaf; termination must be in writing giving 14 days' notice.
- 5.6 Short lettings: if your property is let on a short let basis (less than 6 months) we will obtain identification from the tenant (not full references) ensure that the tenant pays one month's deposit and the rent for the duration of the contract in advance. We will manage all short lets and our fee will be 25% + VAT for the duration of the tenants occupation (minimum fee £1000) payable in advance.
- 5.7 Farrell Lewis Reserves the right to charge a nominal withdrawal commission of £500 if you withdraw the property from the market within the contract period or if any offer is made to you by a potential tenant of the required rent and you decline that offer.
- 5.8 Additional charges: (1) Farrell Lewis requires one set of keys for each tenant and an additional set to be retained at the branch, we will have duplicates cut at your expense if these are not provided by you. (2) Farrell Lewis can arrange for furnishing and/or refurbishment and we will require payment of an administration fee of 15% + VAT of the total cost of the work. (3) A fee of £100 + VAT will be charged for every new, renewal or periodic tenancy and deducted from the rent to cover the tenancy administration and deposit protection.
- 5.9 All other charges are due payable when incurred and Farrell Lewis reserves the right to withhold any part of the rent to meet these costs and/or to discharge them from any sum held by us on your behalf.
- 5.10 All commissions and charges are exclusive of VAT, which will be charged at the standard rate.
- 5.11 This letter satisfies the Estate Agents (Provision Of Information) Regulations 1991, under which we are required to confirm our terms in writing. Should you not sign it but instruct us to proceed and accept viewings of the property you will be bound by all of its terms.

6. TAX: NON-RESIDENT LANDLORDS

- 6.1 The income you receive from letting the property may be subject to income tax even if you are a resident abroad. Your tax affairs relating to the property are your own responsibility.
- 6.2 If you are deemed for tax purposes to be resident overseas Farrell Lewis may, under current tax legislation, become liable if you default in the payment of any relevant tax. Where seems to us that this is likely, Farrell Lewis will retain an amount sufficient to meet our estimate of any such tax liability from the rent, and you will indemnify us and keep us indemnified against all costs, claims, proceedings and legal costs or other expenses arising out of, or in connection with, any such tax (including any penalties or interest payable on it) to which Farrell Lewis become liable.

7. SALE OF THE PROPERTY

In the event that the freehold or long leasehold is sold, or the ownership of the property changes, during the tenancy then a final commission payment will be due upon completion of the sale. This will be a sum equivalent to the commission that would have been payable until the tenancy.

8. GENERAL

Farrell Lewis will at all times endeavour to provide the best service possible but accept no responsibility for any loss or damage suffered by you as a result of:

- 8.1 Any delay, failure or overpayment by us in relation to settlement of your accounts relating to the property; or any failure in carrying out any inspection of the property to notice any latent defects or matters concealed from our representatives; or
- 8.2 Any failure on the part of the tenant to observe the terms of the tenancy agreement, or comply with any obligation imposed by statute; or
- 8.3 Any defective workmanship or problems associated with contractors instructed to do work on your behalf.
- 8.4 Any failure by you to comply with all relevant legislation, safety or other regulations; or
- 8.5 Any failure by you to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the property; or any failure to maintain adequate insurance cover.
- 8.6 By signing these terms you acknowledge that Farrell Lewis has made you aware of your responsibility to adhere to HMO (Houses of Multiple Occupancy) licence regulations and will need to check for compliance with their local authority as each authority has varying guidelines. Where we are managing a property we are only managing the individual unit and as such have no liability for communal parts, the building as a whole or any liability in relation to HMO legislation. This liability lies solely and entirely with the landlord. More information is available at www.communities.gov.uk

9. DEPOSITS

- 9.1 For all non Assured Shorthold Tenancies, Farrell Lewis will retain the deposit in line with the tenancy agreement as a stakeholder.
- 9.2 For all Assured Shorthold Tenancies the deposit will be held in accordance with the housing act 2004 and under the terms of the My Deposits. The deposit is held by Farrell Lewis and is safeguarded by My Deposits, which is administered by: My Deposits, 3rd Floor, Kingmaker House, Station Road, New Barnet, Herts EN5 1NZ Tel: 0844 980 0290.
- 9.3 If you agree with your tenants to hold the deposit yourself we will transfer it to you on receipt of evidence of your deposit scheme membership and the scheme prescribed information signed by all parties and/or receipt of both tenants and landlords signed tenancy agreement, outlining details of the scheme and the landlord's obligation to protect the deposit. You must then register the deposit in accordance with the rules and regulations and ensure that the tenant is provided with a copy of the certificate, the prescribed information and the tenant information leaflet. We take no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.
- 9.4 No interest will be payable on the deposit during the tenancy.

10. COMPLAINTS PROCEDURE

Should you have problems with Farrell Lewis's service which you are unable to resolve with the branch you should write to the Managing Director for a final response on behalf of the Company. Should you remain dissatisfied you can then refer this to the Property Ombudsman of which Farrell Lewis are members and abide by the TPO Code of Practice. Farrell Lewis may disclose information relating of the property to the Ombudsman should it relate to a complaint against Farrell Lewis or its monitoring of Farrell Lewis' compliance with the Code of Practice.