

Lettings Terms of Business**Property address: ('the Property')**

57 Finborough Road, London SW10 9DL

Where the Property is jointly owned, you must provide the names of all owners. In the case of a corporately owned Property, the full name of the company, the company registration number and the registered office address must also be provided and the terms must be signed by an authorised signatory.

Landlord: ('You/Your')

Name(s): RICHARD LECHARTIER

Primary Mobile: 07484 248 281

Primary Home: 07979 197370

Primary Email: lechartier.uk@gmail.com

Primary Contact Address (if different from above) or Company Registered Address:

Postcode:

Asking Price: £ 4,500 per week

The Property will be offered to let at the above price, or such price as agreed with you in writing during marketing.

Agency Agreement

You instruct Dawson Barker to act as your letting agent on one of the following agency options more specifically detailed in clause 2 within these Terms of Business. The basis of our agency may be changed by agreement on 28 days' notice under clause 15.2, or by conduct:

- Letting Service - Commission Rate _____ % plus VAT (i.e. _____ %)
- Letting and Management Service - Commission Rate _____ % plus VAT (i.e. _____ %)
- Managed Short Let Service - Commission Rate 25 % plus VAT (i.e. 30 %)

Example Commission Interest (see Clause 3)

If the price as above is achieved, you will pay £ 17,550 commission, (3 month tenancy example) to Dawson Barker inclusive of VAT (please note this is an example only and the final commission will be calculated on the basis of the agreed price and contract length at execution.)

Disclosure of Personal Interest

You declare that neither you nor any of your relatives have a financial or controlling interest in Dawson Barker Limited, its subsidiaries or parents other than as described below. Where you are an incorporated body then this included any real or legal entities having a financial or controlling interest in you.

Applicable to this transaction Yes No If yes, detail of disclosure _____

By signing below, I confirm that the above information is accurate and that I have read and understood the Terms of Business referred to in this Agreement and acknowledge receipt of a copy. I confirm that I have obtained all necessary consents authorising me to instruct Dawson Barker to let the property. I understand that I may have the right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Changes) Regulation 2013 within 14 days from the from date upon which it was signed (see Clause 17) and confirm that I wish Dawson Barker to commence marketing the above Property immediately. I accept that in signing this document I will be bound by its entire contents.

Signed on behalf of the Landlord (s): Name: (BLOCK CAPITALS) Richard LechartierSigned Date 3/18/2024

Signed for and on behalf of Dawson Barker Limited

Greg BurchettSigned Date 3/18/2024

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Confirmation of Agency Terms in accordance with The Estate Agents Act 1979

and The Estate Agents (Provision of Information) Regulations 1991

1. Definitions

- 1.1. "Agreement", "Agency Agreement" means these Terms of Business and these Terms.
- 1.2. Dawson Barker, "Us", "Our" or "We" is Dawson Barker Limited registered with Companies' House under number 14815318 and includes its successors in title.
- 1.3. "the Property" is the Property as defined in the Terms of Business.
- 1.4. "the Landlord", "You" or "Your" is the person defined in the Terms of Business as the owner of the Property.
- 1.5. "the Term" means an infinite period and continues until terminated in writing by either party as set out in this agreement.
- 1.6. "the Terms of Business" is the document entitled Terms of Business.
- 1.7. "Let Price" includes any part of the price attributable to carpets, curtains and other fixtures or chattels.
- 1.8. "VAT" means Value Added Tax or any other replacement or similar tax which may from time to time be applied to Our fees.
- 1.9. Commission as set out in the Terms of Business and calculated as the (Annual Rent x Years of Rental Contract x Commission Rate) + VAT.
- 1.10. Consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

2. Agency Type

2.1 Letting Service - You will be liable to pay remuneration to Us, in addition to any other costs or charges agreed, if at any time a tenancy agreement for the let of the Property is executed: With a tenant introduced by Us during the period of our Introduction Service or with whom We had negotiations about the Property during that period; or with a tenant introduced by another agent during that period. You may have a dual fee liability in this event. The Letting Service includes; finding a tenant, carrying out accompanied viewings, marketing the property and advertising on the relevant portals, providing tenant with a method of payment, referencing and background checks on tenants, deducting any pre-tenancy invoices, making any HMRC deductions and providing tenant with NRL8 (if relevant.)

2.2 Letting and Management Service – Everything in clause 2.1 'Letting Service,' and; ensuring landlord complies with their statutory obligations, collecting and remit the monthly rent received, pursuing non-payment of rent and provide advice on rent arrears actions, deducting commission and other works, advising all relevant utility providers of changes, undertaking two property visits per annum and notify landlord of the outcome, arranging routine repairs and instruct approved contractors, holding keys throughout the tenancy term, deposit dilapidation negotiations. In case of maintenance issues and repairs, that we obtain quotes for in excess of £250, we will attempt to contact you. If we cannot reach you in 24 hours or if the issue is deemed by us to be an emergency, you hereby authorise us to deal with such issues on your behalf (without any liability upon us to do so as it is your responsibility to remain in contact with us) and you agree to pay the cost of so dealing forthwith upon demand. We will also hold a float of at least £250, retained from Your rental income in our client accounts. You authorise us to use this float to pay any costs due and you agree to top up this float as required.

2.3 Managed Short Let Service – Everything in clause 2.2 'Letting and Management Service.'

3. Payment of Commission and Late Payments

3.1. Our commission and its rate is as set out in the Terms of Business.

3.2 You are liable to pay Dawson Barker Commission on a percentage basis and depending upon the Commission Rate for the Agency Type. The Commission will become due on the execution of contracts for let of the Property; with a tenant during the Term, and at any time with a tenant who was introduced to the Property or tenancy by Us, or with whom We had negotiations on Your behalf during the Term. In the event that there should be a change in the terms of Our instructions such that there is a variation in the rate of Our commission then Our commission will be calculated at the higher rate applicable either at the date of Our introducing the tenant or the date of execution of contracts.

3.3 We may defer the payment to be made out of Your rent monies collected into our client accounts. By entering into this Agreement. You expressly authorise Us to pay all Our fees and expenses from Your rent monies collected into our client accounts and agree that We need no further authority from You in this respect.

3.4 If any sum due to Us is not paid within seven days after it becomes due then We reserve the right to charge interest on it at the rate of 5% above National Westminster Bank PLC base rate from time to time from the date it became due until the date of payment.

3.5 Our commission, any payments due and other agreed expenses also attract VAT at the current rate.

3.6 All reasonable costs of recovery of monies due to Us will be borne by You on an indemnity basis in the event that these are not paid on the due date.

4. Fees to Landlords

Additional non-optional fees and charges (irrespective of Agency Agreement.)(Excluding VAT.)

- 4.1. Tenancy agreement - £240 – drawing up the tenancy agreement and issuing the relevant paperwork.
- 4.2. Reference fee (AST's only) - £40 per tenant – processing the application and referencing.
- 4.3. Permitted occupant check fee (AST's only) - £20 per occupant over 18 – we must check every occupant over 18 has the legal right to rent in the UK.
- 4.4. Guarantor fee, if required (AST's only) - £40 per guarantor – processing the application and referencing.
- 4.5. Deposit registration fee (AST's only) - £40 – registering landlord and tenant details and protecting the deposit with the Tenancy Deposit Scheme.
- 4.6. Inventory arrangement fee - £50 – plus the inventory company charge, which is dependent on size and content of the property.
- 4.7. Inventory cost – the cost of the inventory and check in will be passed directly to the landlord from the inventory company used, dependant on the size and content of the property.
- 4.8. Check out arrangement fee (AST's only) - £50 – covering Our role in organising the check out and, where applicable, preparing the schedule of dilapidations, liaising between You and Your tenant and making recommendations.
- 4.9. Check out cost (AST's only) – the cost of the check out will be passed directly to the landlord from the inventory company used and is dependent on the size and content of the property.
- 4.10. Sale of the property to the tenant – 2.5% - of the sale price, in the event a tenant introduced by Us exchanges contracts on the purchase of the Property.
- 4.11. Additional property visits - £75 – to attend as necessary for specific requests such as to monitor the tenancy or any maintenance-linked visit.
- 4.12. Submission of non-resident landlord's receipts to HMRC - £450 annually – to remit and balance the financial return to HMRC quarterly and respond to any specific query relating to the return from the landlord or HMRC. Make any HMRC deduction and provide landlord with the NRL6 (if relevant.)
- 4.13. Arrangement fee for refurbishments over and above day to day management (if managed) – 15% of net cost (minimum fee of £180) – arranging access and assessing costs with contractor, ensuring work has been carried out in accordance with the specification of works, retaining any warranty or guarantee because of any works.
- 4.14. Vacant management fee (if instructed) - £120 per visit – visit the property at least every two weeks and maintain utility bill accounts.
- 4.15. Court attendance - £250 per hour.
- 4.16. Obtaining consents - £80 per document.
- 4.17. Arranging and obtaining the EPC - £125.

5. Continuing Entitlement

You will remain liable to pay Us Our Commission in the event that through another agent You execute contracts for let (or absent a let, complete a sale) with a party directly or indirectly introduced by Us, or as a result of Our marketing activity within six months of the termination of Our instruction. In the event that there is no other agent involved the time limit extends to twenty-four months.

6. Sub-Agents

We reserve the right, subject to Your consent, to instruct sub-agents on Your behalf where We consider such a step to be in Your best interest. This will involve You in no extra costs and all viewings and negotiations will be coordinated through Us.

7. Energy Performance Certificates (EPCs)

It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Dawson Barker can arrange an EPC on your behalf at a cost of £125, including the cost of the EPC.

9. Services to Prospective Tenants

If a prospective tenant of the Property has a property to sell We reserve the right to act on such a person's behalf if We are instructed to do so.

10. Referral Fees

Dawson Barker works with a range of 3rd party service providers that are quality and compliance vetted to ensure that any service the 3rd party contractor may provide meets best practice and legal requirements to complement and support the services we offer to you. Where an existing referral arrangement is in place with the 3rd party service provider, Dawson Barker may receive a referral fee from the supplier in return for recommending their services to you or prospective buyers where you or prospective tenants decide to take advantage of those services. This referral fee may take the form of a commission, payment, fee or similar reward. You will not be consulted in advance of any referral being made to a 3rd party service provider and the potential referral fee will not be disclosed to you. The referral fee we receive will not affect the final amount you pay to the 3rd party service provider, nor will it impact upon your obligation to pay Dawson Barker fees where applicable.



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11. The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

Dawson Barker operates a strict policy of complying at all times with Money Laundering Regulations and in particular the Proceeds of Crime Act 2002. If You are not prepared to comply with Our policy and procedures, then We reserve the right to refuse to act for You or to decline to act further, without waiver of any sums We are entitled to under this Agreement. Dawson Barker may conduct an electronic identity check on You, or each of You if more than one, and on all beneficiaries of organisations for the purpose of the Money Laundering Regulations 2017. The electronic anti-money laundering check will be conducted by Thirdfort Ltd, Belle House, Platform 1, Victoria Station, London, SW1V 11T. In signing this agreement, You hereby consent to this check being conducted. In the event where an electronic check is not possible, You, or each of You if more than one, will be asked to provide two separate items of identity evidence in the form of:

Proof of photographic identity e.g. original driving license or passport

Proof of current residential address e.g. a recent utility bill dated in the last 3 months

Where You are an incorporated or other legal entity, You will be asked to provide the following:

Evidence to verify the legal existence of the company or organisation e.g.

Memorandum & Articles of Incorporation

Evidence and proof of identity of the beneficial owners) with an interest of 25% or greater

Evidence of the organisation's directors

Confirmation that the person acting on Your behalf is authorised to do so.

Copies of the above will be held for a minimum period of five years after the completion of Your business with Us. We reserve the right to stop acting for You if such is not provided as soon as practicable on request. Should We receive information which gives rise to suspicions of Money Laundering (including deliberate non-declaration of income to HMRC (Her Majesty's Revenue and Customs)) or similar unlawful activity, We will be required under the Proceeds of Crime Act 2002, and related regulations, to make a report to the NCA (National Crime Agency) who may refer the matter on then to the law enforcement agencies. Please note that this act overrides Our duty of client confidentiality and may also involve the transfer of data outside the European Economic Area.

12. The General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018

You hereby consent to Us processing data or supplying to third parties any information, or personal details on You as defined in the GDP and the Data Protection Act 2018 for the performance of this contract. This means We may disclose such information on You to other agents or suppliers of services, solicitors, mortgage brokers or potential mortgagors where there is a legitimate interest to do so. Dawson Barker will only use Your personal information in accordance with Our Privacy Policy. We will record and retain sensitive personal data and You are entitled to request a copy of all data held about you and to have the same amended if found to be incorrect.

13. Copyright

We retain copyright in and ownership of all documents, drawings, maps, reports, photographic and other records produced by Us, including this Agreement, in connection with Our work for You.

14. Jurisdiction

The High Court and the County Courts of England and Wales shall have jurisdiction over this agreement.

15. Entire agreement, variations and termination of agency agreement

15.1 This contract constitutes the entire agreement between Dawson Barker and the seller and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by us.

15.2 This Agency Agreement will continue until You or We give 28 days' notice (14 days in the case of a Multiple Agency instruction). Such notice may be given at any point to expire at the end of the agreed minimum Term or at any time thereafter. Following termination of the Term you may still be liable for our commission if you sell the property to someone introduced by us.

16. Complaints

At Dawson Barker we endeavour to provide the highest levels of service. We do however recognise that on occasion things do not go according to plan. In such instances, Dawson Barker operates an internal complaints procedure. In the first instance, please contact the manager of the office or department concerned. If you are unable to resolve the matter with the branch/department manager and wish to escalate your complaint, please send a summary of your complaint by email to complaints@dawsonbarker.com. Following our response if you remain dissatisfied, you are entitled to refer the matter to The Property Redress Scheme within twelve months for a review. We are members of The Property Redress Scheme and abide by The Property Redress Scheme Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Redress Scheme, if you or the applicant have registered a complaint and The Property Redress Scheme asks for it. You also agree that we may disclose your contact details to The Property Redress Scheme if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

17. Cancellation of Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

17.1 Where We are entering into this Agreement with You and You are a Consumer and the contract formed by these Terms of Business is either, what is known as an Off-Premises Contract or a 'Distance Contract, You may have the right to cancel these Terms of Business without giving any reason within 14 days from the day you entered into them.

17.2 If You require the early commencement of Our services, You will become liable for Our fees as set out in these Terms of Business.

17.3 If You do ask Us to commence services and You later cancel (during the cancellation period) You may be liable for Our fees in connection with the performance of those services, which may include Our fees in proportion to the services which We provide until the conclusion of the agreement.

17.4 If, in the cancellation period, we have made introductions that result in the sale of the Property Your right to cancel may be lost as We may have completed the terms of Our retainer and Our fees may be payable in full.

17.5 To exercise Your right to cancel the contract within the 14-day period You must inform Us in writing of Your decision to cancel this contract.

18. Renewals and Extensions

18.1. We will endeavour to contact the tenant(s) towards the end of the Initial Period of the rental agreement and, if relevant, the subsequent period, to confirm if they wish to renew the tenancy. If You agree a new tenancy, we shall prepare the appropriate documents inline with the fees outlined in Clause 4.

18.2. If a tenant (or any one of a number of tenants) renews a tenancy, has a tenancy extended, enters into a new agreement or is otherwise allowed to hold over for any reason then you will pay Us commission in line with the Agency Agreement and the commission rate set out in the terms of business.

18.3. Renewal fees are payable on the first day of the renewal, extension or continuation period and are calculated as the rate set out in the terms of business as a percentage of the total rent for the duration of the subsequent period(s.) If no fixed period is agreed, the the Renewal fees are calculated as the rate set out in the terms of business as a percentage of the total rent of the initial period of the rental agreement and any subsequent period(s.)

18.4. Renewal fees are payable whether or not We negotiate the renewal or act on your behalf and they remain payable; if a third party connected or associated with a tenant introduced by us takes on or continues a tenancy or; if a tenant introduced by us becomes a tenant of another property owned or managed by You.

19. Break clauses and early termination of the tenancy

19.1. If a break clause is activated in accordance with the tenancy agreement, our Fees or Renewal fees will be refunded on a pro rata basis. If, after the initial period of the tenancy, a tenant vacates the Property and the tenancy terminates our Renewal fees will be refunded on a pro rata basis. Any refund will be made within 28 days of the termination of the tenancy.

20. References

20.1. We cannot accept any liability for the references or the absence of references and by entering into the tenancy, you accept the references or other information without the need for any representations from Us.

21. Deposits

21.1. Unless otherwise agreed with You, We will obtain and hold a deposit as stakeholder in accordance with the tenancy agreement, and any interest earned will be retained by us.

21.2. Where required, the deposit shall be held in accordance with the Housing Act 2004 and the provisions of the Tenancy Deposit Scheme.

21.3. At the end of the tenancy, if we manage the property, we will endeavour to agree any deductions with you and the tenant within 28 days. If necessary, we will refer any dispute to the administrator of the Tenancy Deposit Scheme, who will then determine matters in accordance with their regulations. You acknowledge and agree that no deductions can be made from the deposit unless consent is granted from the tenant or there is a determination from the Tenancy Deposit Scheme or an appropriate court. You are responsible for any costs incurred in disputing the return of any deposit monies.

22. Rent Collection

22.1. Under the Letting and Management Service, we will collect rental payments in accordance with the tenancy agreement and transfer any rental funds, less any deductions, to your UK bank account as soon as reasonably practical.

22.2. We will advise you of any rental arrears and advise the tenant of such arrears by telephone, email or post as we consider appropriate. We will report to you the tenant's response, or failure to respond. You are then responsible for any legal steps you may wish to take for the recovery of rent or possession of the Property.

23. Keys


23.1. We will hold one set of keys securely at our business premises in case of emergency or to show the Property to prospective tenants. Should extra sets of keys be reasonably required we reserve the right to take copies and charge you accordingly.

23.2. If keys are lost or misplaced our liability is limited to the cost of the replacement keys.

24. Contents and Insurance

24.1. You warrant to us that you have the appropriate authority from any landlord, mortgagee, insurer or any other relevant person, to enter into this Agreement, and any tenancy agreement as contemplated by this Agreement.

24.2. You warrant that the Property and its contents are adequately insured. We cannot arrange insurance on your behalf.

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25. Safety Requirements

You warrant to us that you are aware of your legal obligations as a landlord and will indemnify us against your failure to comply with them at all times. In particular:

- 25.1. GAS: You must ensure that all gas appliances and fixed installations are kept in good order and checked for safety every 12 months by a properly qualified person in accordance with the relevant regulations. You must provide to us a copy of the gas safety certificate before a tenant can take occupation.
- 25.2. ELECTRICITY: The Electrical Equipment (Safety) Regulations 1994 and the Electrical Safety Standards in the private rental sector (England) regulations 2020 State that electrical installations be inspected every 5 years and that all electrical appliances supplied with let accommodation must be safe. You must ensure that all electrical equipment and appliances are in good order and regularly safety checked by a properly qualified person in accordance with the relevant regulations.
- 25.3. ENVIRONMENT: You must have an Energy Performance Certificate for the Property. An EPC is valid for 10 years and must be available at all times.
- 25.4. FURNITURE: You must ensure that all beds, upholstery (upholstered furnishings), loose fittings and permanent or loose covers are fireproof and carry a label stating they comply with the appropriate regulations.
- 25.5. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require you to provide a Smoke Alarm on every floor of the property and a Carbon Monoxide Detector/Alarm in any room where a solid fuel is burnt. You are also required to ensure that the alarms/detectors are in working order when they are installed and on the first day of each tenancy, and also to attend to any faults reported by the Tenant during the Tenancy. If you do not instruct us to Manage your property you must provide the Tenant at the commencement of the Tenancy with the details of who to notify in the event of any maintenance problems at the property. We strongly recommend that in addition Landlords should also consider installation of additional carbon monoxide detectors in rooms with gas appliances, and that fire blankets and fire extinguishers are provided in the kitchen.

If these items are not already provided in your property we can arrange this on your behalf and at your cost. An additional administration fee will apply for properties not under our Management Service.

26. Taxation

- 26.1. If you are resident outside the United Kingdom or if you are away from the UK for more than six months, we are legally obliged to deduct basic rate tax from rental payments and pay it to Her Majesty's Revenue and Customs unless you provide us with the relevant confirmation from HMRC that we may pay the gross amount of rent to you.
- 26.2. If we are obliged to deduct tax as above, we shall charge £120 inc. VAT for submitting each quarterly return to HMRC and £100 plus VAT for preparing the annual return and certificate. We reserve the right to review these charges annually and to make a charge for any further forms or correspondence required by HMRC.
- 26.3. You will indemnify us against any failure by us to deduct the required amount of tax from your rental payments.
- 26.4. All commission fees and charges due to us are subject to Value Added Tax at the prevailing rate.

27. General Conditions

- 27.1. We will carry out our services and duties to the best of our ability, but we do not guarantee the suitability of any tenant, timely rental payments or vacant possession upon termination of tenancy. We will not be liable to you in such circumstances.
- 27.2. You agree to indemnify us as your agent or otherwise against any costs, fines, claims, damages, liabilities or expenses incurred or imposed on us in relation to you, the Property or any tenancy so long as they were incurred or imposed as a result of us carrying out our normal duties in good faith.
- 27.3. Unless specifically stated otherwise, we are not aware of any employee or associate having a personal interest in the letting of your Property. If you are or become aware of such an interest you must notify us immediately.