

Dear Sir/Madam,

I/We instruct Pomp Properties to act as:

☐ Sole Agent ☐ Multiple Agent

For the property

Postcode

Opting for

- ☐ Letting Only Service
- ☐ Letting & Rent Collection
- ☐ Full Management and Letting Service

A fee of % + VAT at the asking rent to be collected monthly.

Further Conditions

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As legal owners of the property we:

- ☒ Will comply with the landlord responsibilities as detailed overleaf.
- ☒ Accept the fees payable to Pomp Properties Ltd and understand conditions of termination.
- ☒ Grant permission to Pomp Properties Ltd to place a "To Let" board on the Property, where possible.

I/We have read and accept the terms and conditions set out throughout the document and confirm that the property should be let by Pomp Properties Ltd by signing below:

Signed: _____
(on behalf of any and all legal owners)

Printed

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Letting Terms of Business

Full Names of All Owners

Mr/Mrs/Ms/Miss

Mr/Mrs/Ms/Miss

Company Name

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Correspondence Address (If Applicable)

Postcode

Emergency Telephone Number

--

Email Address For Your Statement

--

Bank Account for Your Rent Payments

Account Name: _____
Account #: _____
Sort Code: _____

Date: _____

Signed: _____
(on behalf of any and all legal owners)

Printed

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1. Definition

In this agreement the following definitions and interpretations apply;

1.1 "Agent" "Pomp Properties" "we" "our" or "us" means the agent trading from Pomp Properties Ltd

1.2 "Landlord" "you" or "your" means the landlord as named overleaf

1.3 "Premises" means any part(s) of the building boundaries, fences, gardens and outbuildings, belonging to the landlord. When the Premises are part of a larger building, it includes the use of common access ways and facilities.

1.4 "The Property" is the property listed overleaf, or any part of it including any garage, outbuildings, fixtures, fittings, appliances and items of furniture listed in the inventory, but excluding any common parts and excluded parts.

1.5 "Tenancy Agreement" refers to the Contract drawn up between you and your Tenant and any formal or informal continuation or extension.

1.6 "Tenant" means any person(s) occupying the Property as listed in the tenancy agreement.

1.7 "Rent" refers to any payment made by the Tenant or anyone on behalf of the Tenant in line with the tenancy agreement for the use of the Property.

1.8 "Fee" means the commission or fees detailed overleaf, specific to the agreed terms.

1.9 "Term" "Tenancy" means the fixed term of the tenancy agreement.

1.10 "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, License or any other Agreement or contract.

1.11 "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.

2. Fees and Commissions

2.1 Sole Agency – By appointing us, you agree that we shall have sole agency to market the premises for a minimum period of 12 weeks.

2.2 Multiple Agency – By appointing us, you agree that we shall act on a multiple agency basis to market the premises for a minimum period of 16 weeks or until let both the sole agency and the multiple agencies can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate, they will continue until we receive your written instructions.

2.3 You are responsible for paying our commission at the rate of 12% including VAT when any person, company, or other organisation enter into a binding contract for the occupation of the premises where they do as a result of;

A. A viewing conducted by us

B. Sight of any marketing or advertising material produced by us or by our instructions

C. By way of an introduction from an existing occupier for which we have previously charged a commission; or

D. Through the work of yourself or any other agent where this occurs during our period of sole agency

2.4 This commission remains due and payable in relation to any extension, renewal, or continuation of the occupancy contract whether or not we are the effective cause of said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our commission is payable whether or not we are the effective cause of the transaction. You should note that this may involve you paying commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.

3. VAT

3.1 Commission is chargeable including VAT at the prevailing rate. All fees contained within this Agreement are shown inclusive of VAT (regardless of your VAT status or location).

3.2 The commission payment is due at the agreed start date of the agreement. We will take payment from the Occupier of the Premises until our commission, and any other fees or disbursements have been paid. Should the Occupier fail to make any agreed payments our Commission, fees and/or disbursements will still be payable by you and we will invoice you accordingly.

3.2 Basic renewal commission – You will have to pay us commission at a percentage of the gross Rent, or other money payable throughout the initial fixed term and any continuation, extension, or renewal whether fixed Term or periodic whether or not we are instructed to act on your behalf (the "Renewal Commission").

3.3 Refund of Commission – We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any court proceedings, or if your interest in the Premises is assigned to another party.

3.4 Where the Tenant(s) and/or Landlord(s) make use of the agreed contractual break clause, no refund of our Commission will be made. A pro-rata credit may be offered which can be used against any future lettings or sales fees should you instruct us to re-let or sell your property on a Sole Agency basis.

3.5 Sales Commission

We charge a 2% plus VAT sales commission if the tenant or any party introduced to the property through Pomp Properties Ltd purchases the Premises from the Landlord.

4. Fees and Lettings Commissions

4.1 Long Let Tenancies:

SOLE AGENCY

Letting only	10% +VAT
Letting and rent collection	11% +VAT
Full management services	16% +VAT

MULTIPLE AGENCY

Letting only	11% +VAT
Letting and rent collection	12% +VAT
Full management services	17% +VAT

4.2 Short Let tenancies:

Letting and rent collection	20% +VAT
Full management services	25% +VAT

For all management costs, please enquire for our full list of services.

4.3 Joint and Several Liability

If the Landlord forms more than one person all persons forming the Landlord are liable for our Fees, Commission and disbursements until all outstanding sums are paid in full; and each person forming the Landlord is liable for payment of all Fees, Commission and disbursements until all outstanding sums are paid in full.

4.4 A renewal or continuation as a periodic Tenancy is subject to an additional Fee including VAT whether or not we as your Agent negotiate on your behalf.

4.4 The fee due to Pomp Properties Ltd is determined by the percentage of the rent for the whole tenancy period, including any extension or renewals.

4.5. We reserve the right to assign our rights and/or obligations under this Agreement upon giving you two months written notice.

4.6 Upon request, you can collect the rent money from your tenant directly. We require 6 weeks written notice to implement this. All fees due up to the end date in the contract are payable and lettings fees will remain due for any extension or renewal of the tenancy agreement.

4.7 Should more than one tenant be introduced by Pomp Properties Ltd, the fee will be payable for any period that the tenant(s) continues to rent the property.

4.8 Where a tenant introduced to us is replaced as a tenant (whether under a formal tenancy agreement or otherwise), the fee will remain payable to Pomp Properties Ltd for as long as the new tenant continues to rent the property.

4.9 Change of ownership of the Property, such as selling the property, during the tenancy term requires all fees due up to the end date in the contract are payable immediately.

4.10 If early termination is requested by the Tenant(s), and it is mutually agreed, we will look to recovering the lettings fees from the Tenant along with a reimbursement for the re-letting fee.

4.11 We may give the details of your Premises on a commission sharing basis to other agents unless we receive your specific written instruction to the contrary. This involves you in no additional expense and increases the chance of letting the Premises promptly.

4.12 You will be contracted to these terms if you instruct us to market your property, permit viewings or provide Pomp Properties Ltd with access notes for the property, even if you do not sign the Terms of Business.

5. Costs (Inclusive of VAT)

5.1 Our bespoke and legally up to date tenancy agreements come at a cost of £240.

5.2 There is an administration cost of £235 for ending the tenancy early for one or more tenants but not all tenants.

5.3 There is a cost for the arrangement for one set of keys for each tenant as well as for us.

5.4 There is an additional cost of £60 for additional property inspections.

5.5 If you would like us to arrange for a Gas Safety Check there is a cost of £100.

5.6 If you would like us to arrange for an Energy Performance Certificate (EPC) there is a cost of £120.

5.7 We can arrange for an inventory, check-in, and check-out reports. Prices vary depending on the size and style of the premises.

5.8 There is a charge of £25 for every international bank transfer we are required to arrange.

5.9 In the event that repairs are arranged, a fee of 10% will be applied to the total cost of works when they total between £350 and £2,500. If we are instructed to arrange repairs that exceed £2,500 the fee is up to 20% of the total cost of works.

5.10 Should you agree to a proposed tenancy presented to you and later withdraw your instructions, you are liable of a fee of £1,000+VAT by signing this agreement.

5.11 All other costs are due and payable when given the notice/ invoice, and Pomp Properties Ltd reserve the right to withhold any part of the rent to meet these costs.

5.12 For day-to-day management matters including minor repairs and emergencies, a float is retained which will allow us to action works accordingly. The amount retained is dependent on the rental payment structure of the Tenancy;

- Where the rent is paid monthly, we will retain £500
- Where the rent is paid quarterly, we will retain £750
- Where the rent is paid every 6 months, we will retain £1,000.

We will contact you for permission for any works or repairs that are required that exceed £500, except in emergencies.

6. What we need from you

6.1 In order to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 we require you to provide us with the following:

- One proof of identity
- One proof of residence (including any representative)
- One proof of ownership

If you are a public limited company, we require a copy of the Certificate of Incorporation.

The documents must be original so that we can copy and return them to you. Alternatively, they must be copies that are certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of bank statements or utility bills. Please request further information should you require it.

6.2 The Housing Act 2004 stipulates those certain types of Premises may require a licence before they can be let. It is your responsibility to determine whether it's required, and obtain it.

6.3 Relevant legislation:

- The Furniture and Furnishings (Fire Safety Amendment) Regulations 1993
- Electrical Safety Standards in Private Rented Sector (England) Regulations 2020
- Gas Safety Regulations 1998 | - Building Regulations

7. Our Services

Collecting Rent:

7.1 We aim for the cleared funds to reach your account within five working days.

7.2 If you are a Landlord who is a resident overseas for a period of more than six months in any tax year, or you subsequently move abroad, HMRC has stipulations regarding the collection of tax on rental income. You can apply to HMRC to receive your rental income without this deduction. Please enquire for more information.

7.3 In the event of rent arrears, we will make formal demands and take all necessary steps to recover the arrears or rent.

7.4 We cannot be held responsible if the Tenant fails to pay any sum due under the Agreement unless it is due to our negligence or breach of contract. We will take the necessary action to recover unpaid monies by serving an appropriate formal letter requesting payment. Should this not result in payment, we will advise you to instruct specialist solicitors to take further action (of which any legal fees incurred we will not hold responsibility for).

Deposit:

7.5 A deposit is retained as stakeholders under the Tenancy Agreement for all non-assured Shorthold Tenancies and under the terms of the Tenancy Deposit Scheme for all Assured Shorthold Tenancies.

7.6 Deposit protection by Pomp Properties Ltd comes at a cost of £60 inclusive of VAT.

7.7 Pomp Properties Ltd offers tenants a 'Zero Deposit' option through FlatFair upon suitable references. Tenants are not required to pay an up-front deposit and this could offer up to an equivalent worth of 12 weeks security deposit protection. If you would like to opt-out for your property, please inform us beforehand.

7.8 If the Landlord decides to hold the security deposit and fails to meet any deadlines or legal regulations, then Pomp Properties Ltd are not liable for the Landlord's negligence.

General:

7.9 Either Pomp Properties Ltd or yourself reserve the right to withdraw instructions to manage the Premises upon giving three months' written notice. However, our fees for the letting service will remain payable.

7.10 We have sub-contractors who we instruct will be instructed on your behalf, meaning that you are the contracting party and have primary liability for any payment.

7.11 Please visit our website www.pompproperties.com for more information regarding our Terms & Conditions, Terms of Use and Privacy Policy.

7.12 If in the scenario that there is a dispute that arises by both Landlord & Tenant, then Pomp Properties Ltd can act as mediator for both parties by way of arbitration.

7.13 Pomp Properties Limited will collect, store and protect your personal data in accordance with the General Data Protection Regulations. A copy of our Privacy Policy is available on our website and can be emailed to you upon request.

WHAT IS YOUR RESPONSIBILITY AS A LANDLORD?	LETTING ONLY SERVICE / RENT COLLECTION	RENT AND FULL MANAGEMENT
If premises are subject to a mortgage, provide written consent from the mortgagee to a tenancy.	Landlord Duty	Landlord Duty
Comply with the terms set out from your freeholder, superior landlord, or their managing agent (if applicable).	Landlord Duty	Our Duty
Ensure that your property is compliant with any changes in legislation.	Landlord Duty	Our Duty
Inform His Majesty's Revenue and Customs (HMRC) that you are letting the Premises.	Landlord Duty	Our Duty
Ensure the property, furnishings, fixtures and fittings are safe and meet fire safety standards.	Landlord Duty	Our Duty
Arrange for Gas Safety check.	Landlord Duty	Our Duty
Arrange for Energy Performance Certificate pre-tenancy.	Landlord Duty	Our Duty
Arrange for Electrical Installation Condition Report (EICR); ensure all electrics are compliant with legislation.	Landlord Duty	Our Duty
Check all smoke alarms and carbon monoxide alarms prior to the tenancy.	Landlord Duty	Our Duty
Hold the Tenants deposit in a protected & approved scheme	Landlord Duty	Our Duty
Confirm Tenants legal "Right to Rent" prior to the start of the tenancy.	Our Duty	Our Duty

WHAT IS INCLUDED?	RENT COLLECTION ONLY	RENT & FULL MANAGEMENT
We visit the premises to provide an indication of current market rent achievable	✓	✓
We will market your premises extensively to get the most suitable tenant(s)	✓	✓
We carry out viewings six out of seven days, and out of hours at request	✓	✓
We negotiate terms & can create a bespoke contract between yourself & the tenant(s)	✓	✓
We conduct a thorough referencing process to ensure suitability; including employment status, credit history, and previous landlord reference	✓	✓
Collect the first months' Rent and if necessary subsequent payments to pay our commission	✓	✓
Securely hold the deposit in a designated third-party Deposit Protection Scheme upon request	✓	✓
Securely hold the deposit in a designated third-party Deposit Protection Scheme	✓	✓
We arrange for an independent inventory, check-in and check-out report	✓	✓
We ensure that standing order for Tenants are set up to us and payments sent to you within 5 working days	✓	✓
We issue monthly rental statements and collect rent	✓	✓
We keep you up to date with any changes in relevant legislation	✓	✓
We arrange for the renewals of tenancies, and attaining rent increases where possible	✓	✓
We assess if any works are required pre-tenancy and make the relevant arrangements		✓
Pay current outgoings such as ground rent, service charge or maintenance, if applicable		✓
We provide Emergency property management services		✓
We offer design and partial or total refurbishment services		✓
We conduct property inspections a minimum of twice a year and provide a comprehensive report		✓
We handle insurance companies, claims, and block managers on your behalf as required		✓
We have a dedicated & reliable system of contractors to assist with all maintenance requirements		✓
Assess the check-out report following a tenancy, and advise on deductions		✓
We can arrange for a professional clean prior to the start of the tenancy		✓
An annual Gas Safety Check		✓
A professional inventory, check in and check out report		✓
An Energy Performance Certificate (EPC)		✓
We arrange for an independent inventory, check-in and check-out report		✓



Residential Lettings

TERMS OF BUSINESS

6 Hogarth Road, London, SW5 0PT

0207 373 4000 | info@pompproperties.com