

LANDLORD AGENT AGREEMENT

Thank you for instructing Knightsbridge to act on your behalf in marketing your property for rental. Accordingly, we confirm our terms and conditions as detailed on the following pages. Please sign where indicated, thereby accepting these terms, and return to Knightsbridge, retaining a copy for your records.

Landlord details:
Property Address To Let:

_ Name(s) of Landlord(s):

_ Landlord's Correspondence Address:

_ Tel: _____ Fax: _____ Mob: _____
_____ Email: _____

NB: If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

Is the property's leasehold managed by a company? If so please complete their details below:

Name: _____
Address: Telephone: Managing Agents: Superior Landlords:

Which account would you like us to pay the rent to? or Account Name: _____
Bank: _____

Sort Code:
Account No:
Swift BIC:
IBAN Number:

Please confirm that whilst Knightsbridge is letting your property, you will be resident:
In the UK?
Yes/No: _____

If you are resident overseas have you applied for self-assessment?
Yes/No: _____

1. AGENT

1.1. Knightsbridge act as 'Agent' in terms of letting and/or managing this Property.

2. LANDLORD OBLIGATIONS

2.1. The Landlord agrees to comply with all his obligations under the Tenancy Agreement.

3. OVERSEAS LANDLORDS

3.1. All Landlords residing overseas are entitled to use Knightsbridge Full Management Service.

4. LANDLORD & TENANT ACT 1987

4.1. The name and address of any Landlord must be communicated on the Tenancy Agreement. If you have used Knightsbridge Full Management Service our address will be used for this purpose.

5. TENANCY AGREEMENT

5.1. Knightsbridge will normally use an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996) or a Higher Let / Common Law Tenancy Agreement whereby the annual rent is over £100,000.00 value and or company let

5.2. We will ask you for confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, Knightsbridge will sign the Tenancy Agreement and exchange contracts on your behalf, unless otherwise instructed by the Landlord.

6. INTRODUCTION OF TENANT

6.1. In the event that Knightsbridge introduces a Tenant who enters into an Agreement to rent the Landlord's Property, the full length of the contract period's commission becomes payable to Knightsbridge.

6.2. The commission fee is also payable upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received (hereafter referred to as renewal commission, whether or not negotiated by Knightsbridge).

6.3. The commission fee is charged as a percentage of the total rent paid over the Tenancy period as specified in the Tenancy Agreement, or where the Tenant renews the Agreement, commission will be payable for the same period as the initial Agreement.

6.4. Knightsbridge will deduct the commission fee from the initial first monthly rent payment of the Tenancy, including upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received.

7. REFERENCES

7.1. Knightsbridge will take all reasonable steps to attempt to verify the identity of potential Tenants (certified passports/visa/kyc checks)

7.2. Knightsbridge will obtain references from previous Landlords and Employers and carry out Bank/Credit checks on the Tenant(s)

7.3. In circumstances where it is not possible to obtain the above, we will ask for a guarantor covenant and ID of the guarantor (usually where a Tenant is a student).

7.4. Where the Tenant is a Foreign National, Knightsbridge will endeavour to obtain copies of their passport, Visas, overseas address, Guarantor's full details, and letter from their bank confirming their funds in place.

7.5. By signing the Tenancy Agreement or otherwise instructing Knightsbridge to proceed with a letting, the Landlord is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Knightsbridge to obtain these.

8. RENT COLLECTION

8.1. All rents will be collected as stated on the Tenancy Agreement.

8.2. Knightsbridge will collect rent in accordance with the terms of the Tenancy Agreement.

8.3. If rental payments are late for any reason we will use all reasonable endeavours to recover from the Tenant all rent and monies payable and send to the Landlord at the earliest opportunity possible

8.4. Knightsbridge will not be held responsible for any default in payment by the Tenant.

9. DEPOSIT

9.1. A deposit of 6 weeks will be taken from the Tenants against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement.

9.2. The deposit will be held in accordance with the terms of the Tenancy Agreement.

9.3. Unless the Tenancy Agreement states otherwise (i.e. if the Landlord has used the Let Only Service) the deposit will be held by Knightsbridge as agent for the Landlord in a Government - authorised tenancy deposit protection scheme subject to the provisions set out below.

9.4. The Landlord will not be entitled to any interest that accrues on the deposit.

9.5. Under the terms of our standard Tenancy Agreement, the deposit is due to be repaid to the Tenant as soon as practicable after the determination of the tenancy (howsoever the same may be determined)

9.6. Knightsbridge as agent for the Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.

10. INVENTORY & SCHEDULE OF CONDITION

10.1. Knightsbridge will arrange an Inventory on behalf of the Landlord prior to every letting; this will include the conditions of the Property, its décor (detailing any scuff marks etc.), fittings and furnishings.

10.2. The Check-Out Inventory cost is usually paid by the Incoming Tenant

10.3. The Check-In Inventory is usually paid by the landlord

11. KEYS

11.1. Knightsbridge require a full working set of keys, one for each Tenant shown on the Tenancy Agreement and a master set for the office.

11.2. Should the Landlord fail to provide a full working set of keys

(as described in clause 11.1) Knightsbridge will undertake to fulfil clause

11.1 at the expense of the Landlord.

12. THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1988

12.1. It is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

12.2. If Knightsbridge is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a Gas Safe Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

12.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and Knightsbridge have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

13. THE ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTAL SECTOR (ENGLAND) REGULATIONS 2020

13.1. The Landlord is responsible for ensuring that the electrical installation and all appliances within the Property are maintained in good order and regularly checked for safety by an appropriate registered engineer (EICR Report conducted every five years minimum). EICRs are required as part of the Electrical Safety Standards in the Private Rental Sector (England) Regulations 2020.

13.2. Knightsbridge reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.

13.3. Where the Tenant is remaining in occupation beyond the expiry of the original certificate and Knightsbridge have not received a replacement valid certificate 14 days before the expiry of that original certificate, Knightsbridge reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.

13.4. The cost inclusive of all charges and Knightsbridge's reasonable administration costs will be debited from the Landlord's account.

13.5. Knightsbridge strongly recommends that a Fire Detection system is fitted within the Property that shall meet all legal requirements as determined by the property type i.e. Grade A or Grade D.

13.6. If the Landlord wishes Knightsbridge not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

14. THE FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 and THE FIRE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993

14.1. The Landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereinafter referred to as the Regulations). The Landlord declares that all furniture presently in the Property or to be included in a Property to which this Agreement applies, complies in all respects with the Regulations.

14.2. The Landlord further warrants that any furniture purchased for the Property after the date of this Agreement will also comply with the Regulations for the duration of the Tenancy.

15. ENERGY PERFORMANCE CERTIFICATE (EPC)

15.1. It is the Landlord's responsibility to ensure that the property benefits from a valid Energy Performance Certificate provided by an accredited Domestic Energy Assessor.

15.2. If Knightsbridge is not provided with a valid EPC prior to the commencement of the Tenancy, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.

15.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and Knightsbridge have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense

15.4. The cost of an EPC inclusive of all charges and Knightsbridge's reasonable administration costs will be debited from the Landlord's account.

16. HOUSING ACT REGULATIONS 2004

16.1. The Landlord is required to contact the Local Authorities to apply for the appropriate Licence for Houses in Multiple Occupation if the property meets the criteria set out in the Housing Act Regulations 2004.

17. TRANSFER OF UTILITIES

17.1. It is the Landlord's responsibility to inform Knightsbridge of the utility companies that supply to the Property; Knightsbridge will then provide the details to the Tenant(s).

17.2. Thereafter it is the Tenant's responsibility to notify any utility companies of the meter readings and change of occupier; Tenant's are also responsible for notifying the local authority of change of occupier.

17.3. Knightsbridge will not undertake to fulfil this duty should the Landlord fail to provide the required details and will not be held responsible for any consequences that may result thereof.

18. CONDITION OF THE PROPERTY AND GARDEN/TERRACE/BALCONY

19.1. It is the Tenant's responsibility to maintain the Property and garden//terrace/balcony during the Tenancy. However, if the Property is found unclean and the garden/terrace/balcony is in sub-standard condition 5 days prior to letting or if the Tenancy has commenced we then reserve the right to call in independent contractors, at the Landlord's expense.

20. RENEWALS AND EXTENSIONS

20.1. Knightsbridge will endeavour to contact both Landlord and Tenant before the end of the Tenancy to negotiate an extension or renewal of the Tenancy, if so required. Knightsbridge will also draw up the appropriate documents for the renewal of the Tenancy for signature by all parties.

20.2. A Renewal fee will become due in respect of renewals or new Agreements where any or all of the original Tenants remain in occupation.

20.3. Commission is due whether or not the renewal is negotiated by Knightsbridge (i.e. if Landlord attempts to renew the Tenancy on a private basis).

20.4. Knightsbridge will charge a renewal fee of 7% plus vat for any extension of the tenancy.

21. NOTICE

21.1. Where Knightsbridge is responsible for the Full Management of the Property, we will serve termination notices on your behalf.

22. SECTION 21, HOUSING ACT 1988

22.1. Two month's notice (to end on a period date) must be served upon the Tenants if you wish to determine the Tenancy at the end of the term. Knightsbridge will serve notice on the Tenants on your behalf if instructed to do so.

22.2 If the tenant serves a two months notice to terminate the tenancy agreement on either the 6th/7th/8th/9th months within a twelve months contract, Knightsbridge will refund/credit the pro rata amount of commission due back to the landlord, if twelve months commission has been paid to Knightsbridge

22.3. Knightsbridge may terminate this appointment in the event of any breach by the Landlord by act or omission on the Landlord's part.

23. PROPERTY WITHDRAWAL

23.1. If the Landlord withdraws the Property once a Tenant has been found, after Knightsbridge have carried out all reference checks, and produced the tenancy agreement, then the landlord will be asked to pay for the cost of the reference checks & tenancy agreement administration cost, which is usually between £250-350.

23.2. The Landlord may not withdraw the Property during an ongoing Tenancy (except should clause 23.3 apply).

23.3. The Landlord may only withdraw the Property during an ongoing Tenancy provided that two months written notice shall be received by Knightsbridge, prior to an agreed withdrawal date (please refer to the six months break clause in the rental contract).

24. COMMISSION AND INTEREST

24.1. The Landlord agrees that, where any commission, interest or other income earned by Knightsbridge whilst carrying out our duties as agent of letting and/or management of the Property (for example by referrals to contractors or subcontractors) will be remained by Knightsbridge.

24.2. Where a management percentage is not charged and/or the rent received from the Tenant is inclusive of bills, any amount Knightsbridge receives above the agreed amount paid to the Landlord is recognised as Managing Agent fees and/or tenants' bills (if Tenant rent received is bills inclusive).

25. SALE OF PROPERTY TO TENANT

25.1. In the event that the Tenant, occupant or licensee of the Property enters into an Agreement with the Owner/ Landlord to purchase the Property, a commission of 2% plus vat of the purchase price becomes payable by the Owner/ Landlord to Knightsbridge when contracts for the sale of the Property are exchanged.

25.2. Knightsbridge's fees remain the responsibility of the original Landlord for the duration of the Tenancy.

26. SALE OF PROPERTY BY LANDLORD

26.1. Where a Property is sold, transferred or otherwise dealt with, with the benefit of a Tenancy Knightsbridge's fees remain the responsibility of the original Landlord for the duration of the Tenancy and for any extensions or renewals and this applies both to a current and pending Tenancy.

27. INDEMNITY

27.1. The Landlord undertakes to keep Knightsbridge fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms of all the above Regulations.

28. TAX

28.1. It is the Landlord's responsibility to declare all rental income to the Inland Revenue if he resides in the United Kingdom. We do not accept any responsibility for Income Tax derived from letting of the Property.

28.2. Knightsbridge is legally obliged to file a tax return stating names and addresses of our clients if requested by the Inland Revenue.

28.3. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

28.4. If you are an overseas Landlord we are required to deduct an amount equivalent to tax at base rate. However if we have prior written authorisation by the Inland Revenue, we will be able to release rent to you gross of tax. Please contact HMRC's Non-Resident Landlord Scheme to register.

29. OVERSEAS LANDLORDS –

INCOME AND CORPORATION TAXES ACT 1988 and TAXATION OF INCOME FROM LAND (NON- RESIDENTS) REGULATIONS 1995 (FINANCE ACT 1995)

29.1. While a Landlord may be considered non-resident for tax purposes, he still has to pay United Kingdom income tax arising from rents received in this country.

29.2. Unless exemption is received from the Inland Revenue allowing the Landlord to account for tax himself under the self- assessment regime, Knightsbridge is obliged to deduct tax at the appropriate rate from rents received and account to the Inland Revenue for these monies on a quarterly basis.

29.3. The Landlord is responsible for obtaining his own exemption. It should be noted that exemptions are not transferable between agents. No interest is paid to Landlords on tax retentions held by Knightsbridge.

29.4. Where a Landlord is considered non-resident for taxation purposes and is not in possession of an exemption from the Inland Revenue, a reasonable charge will be made for the work carried out in submitting quarterly returns, for annual returns and the preparation of final certificates.

30. AMENDMENTS/VARIATIONS

30.1. This Agreement constitutes the entire agreement between Knightsbridge and the Landlord and supersedes all prior Agreements, understandings, representations or communications between the parties.

30.2. Any matters that have been verbally discussed and agreed by both Knightsbridge and the Landlord must be stated under Negotiated Terms at the end of this Agreement.

31. TERMINATION OF CONTRACTUAL RELATIONSHIP

31.1. Knightsbridge or the Landlord reserve the right to terminate this contract at any time providing two months' notice whereby the tenant is provided by Knightsbridge.

31.2. The Landlord cannot terminate this contractual relationship whilst the Property is let by a Tenant supplied by Knightsbridge (unless clause 23.3 applies).

32. PERMISSIONS AND CONSENTS

32.1. The Landlord warrants that consent to let from his mortgage lenders has been obtained and has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the Property and its contents to cover the changed circumstances, and

32.2. Where he/she is a joint Owner, he/she has ensured that all the Owners are named in the Tenancy Agreement and that he/she is authorised to give instructions on their behalf.

33. INSURANCE

33.1. It is the Landlord's responsibility to inform his insurance company that the Property is to be let, and to ensure he has adequate insurance cover for both the building and his contents.

33.2. Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. Under this Act Knightsbridge is unable to arrange insurance on the Landlord's behalf, to notify his insurers of claims or to complete documentation relating to those claims.

33.3. Knightsbridge will notify the Landlord where damage to the Property has resulted from an insured risk, and will provide the Landlord with the information that is needed in order to make a claim.

34. LEGAL PROCEEDINGS

34.1. Knightsbridge is not responsible for any professional legal proceedings for the recovery of rent or repossession of the Property.

34.2. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £500 per day.

35. ARBITRATION

35.1. If any disagreement occurs between the Landlord and Tenant we will act as independent mediators. If this is unsuccessful then we would advise both parties to resolve the matter by independent arbitration, for which both parties are borne equal for cost of the arbitrator.

36. INDEMNITY

36.1. The Landlord agrees to indemnify Knightsbridge as Agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the Landlord's behalf in pursuit of our normal duties.

37. DISCLAIMER

37.1. Knightsbridge will carry out all services with reasonable care and skill. However, Knightsbridge cannot guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.

38.VAT

38.1. All Knightsbridge's commission fees and any other charges are subject to VAT at the prevailing rate.

39. NEGOTIATED TERMS

39.1. Any terms discussed or negotiated between both Landlord and Agent must be stated here and will be regarded as part of the Agreement:

.....
.....
.....
.....
.....
.....
.....

Full Property Management Service

Our fee for the Full Property Management Service is 12% + VAT of the total amount of rent paid for the Tenancy period in total. Landlords who do not wish to take up Knightsbridge Property Management Service must tick below and complete the requested information for the Let Only Service.

Opting out of Full Property Management Service (Let Only Service)

Our fee for the Let Only Service (including rent collection) is 9% + VAT of the total amount of rent paid for the Tenancy period in total. Opting for our Let Only Service will enforce the following affidavit:

I/we confirm that all non-related managed clauses of the Terms and Conditions shall not apply and that I/we will take full responsibility for all aspects of the management of the above Property, for registering the deposit with a Government- authorised tenancy deposit protection scheme and will not receive the following services from Knightsbridge:

- Assisting in Serving of Notices
- Register Deposit with Government authorised scheme
- Arranging repairs & maintenance
- Rent Collection on behalf of landlord
- Quarterly updates on the property & local market

DECLARATION

I/we declare that I am/we are the sole/joint Owner(s) of the freehold/leasehold Property as stated above and that prior to the commencement of the Tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the Property, comply (if appropriate) with the provisions of the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the Property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and the Housing Act Regulations 2004 (for houses in Multiple Occupation) .

I/we have read and understood the terms and conditions as set out in clauses 1 to 39 and I/we accept that in signing this document I am/we are bound by its entire contents.

SIGNATURE: _____

(Landlord/s)

DATE: _____

SIGNATURE: _____

(Landlord/s)

DATE: _____

Full Name(s)

(Landlord/s)

(Landlord/s)

SIGNATURE: _____

(Knightsbridge)

Full Name _____

(Knightsbridge)

DATE: _____