

# Terms & Conditions

## 1.0 Introduction of Tenant

1.1 In the event that SN Estates introduces a tenant who enters into an agreement to rent the landlord's

property, commission becomes payable to SN Estates. (Please see 6.3 regarding outstanding fees.)

The commission fee is payable on or before the commencement of the tenancy.

1.2 The commission fee is payable for any tenant introduced to the property by SN Estates, whether or not

the tenancy is finalized by SN Estates. The commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement.

1.3 SN Estates will deduct the commission fee from the first rental payment. Where we collect the rent, if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

1.4 Where SN Estates does not collect the rent the commission must be paid prior to the start of the tenancy.

## 2.0 Lettings service

### 2.1 Collection of Rent

2.1.1 SN Estates will collect rent in accordance with the terms of the tenancy agreement.

2.1.2 If the rent has not been paid five days after it falls due, SN Estates will Endeavour to notify the landlord

at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means

of telephone calls and a series of written notices. We will also offer advice regarding legal

proceedings for the recovery of the rent and repossession of the property where appropriate.

### 2.2 Transfer of money to the landlord

2.2.1 Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within five working days.

2.2.2 In some cases it may take up to ten working days to process the payment. We

are not responsible for any bank charges that you incur as a result of delays in payment.

2.2.3 Where you provide us with UK bank details, we use the BACS system to make payments to your

account and do not charge for this service. Where we are required to make payment by alternative

methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this.

### 2.3 Tenancy agreement

The charge to the landlord for the tenancy agreement is £50. In the event of the landlord

instructing SN Estates to proceed with an offer and subsequently withdrawing his instruction, this

charge is non-refundable.

### 2.4 References

Where the initial term of the letting is for a period of six months or less, SN Estates will take reasonable

steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for

a period greater than six months, SN Estates will obtain references on prospective tenants. By signing

the tenancy agreement or otherwise instructing SN Estates to proceed with a letting, the landlord, or

landlord's agent, is deemed to have seen and accepted any such references or identity checks, or

waived the requirement for SN Estates to obtain these.

### 2.5 Agency

2.5.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt

of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.

2.5.2 However by instructing SN Estates as your agent, in circumstances where you have confirmed verbally that

you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorize SN Estates to sign any of the necessary documentation on your behalf.

2.5.3 By instructing SN Estates to hold a SN Estates Fresh, you are appointing us as your sole agent for a period of 4 weeks from the date of this instruction. Where we act as your sole agent you are agreeing to

give us the sole and exclusive right to let your property. This means that you will be liable to pay us

commission as set out in clause 1 if at any time a tenant who views or is otherwise introduced to your

property during the period of the sole agency enters into an agreement to rent your property, whether

the viewing was conducted by SN Estates, by you, or by any other agent or third party.

## **2.6 Electronic documentation**

Contracts which have been signed electronically (whether by fax, e-mail or website authentication)

are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants

to sign documents electronically.

## **2.7 Inventory & check-in**

2.7.1 Where instructed, SN Estates will draw up an inventory of your property's fixtures, fitting and contents,

and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility

of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be

given on request.

2.7.2 SN Estates does not accept liability for losses resulting from any errors or omissions within inventory, check-in or check-out documents.

## **2.8 Check-out**

Where instructed, we will arrange for the tenant to be checked out against the initial inventory

report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the

tenant unless the tenancy agreement states otherwise.

## **2.9 Deposit**

2.9.1 SN Estates will obtain and hold as stakeholder a deposit from the tenant 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 by the tenant.

2.9.2 The deposit will be held in accordance with the terms of the tenancy agreement.

2.9.3 Any interest earned on the deposit will be retained by SN Estates.

2.9.4 Under the terms of our standard Assured Short hold Tenancy agreement, the deposit will be held by

SN Estates in accordance with the Housing Act 2004 and the provisions of the deposit protection

scheme operated by Tenancy Deposit Scheme Limited (DPS) where applicable. All deposit

deductions must be agreed in writing by both landlord and tenancy upon the termination of the

tenancy. SN Estates takes no responsibility for the failure of a deposit being registered where held by

the Landlord or an alternative appointed agent.

## **2.10 The Gas Safety (Installation & Use) Regulations 1998**

2.10.1 Under the above regulations, 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 CORGI registered engineer.

2.10.2 If SN Estates is not provided with a valid certificate prior to the commencement of the tenancy, we

reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their

installations and carry out any remedial works where necessary. The cost incurred, together with

SN Estates' administration charge of £45, will be debited from the landlord's account.

2.10.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and SN Estates have not received a replacement valid certificate 14 days before the expiry of that original certificate,

we reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with

SN Estates' administration charge of £45, will be debited from the landlord's account.

### **2.11 The Electrical Equipment (Safety) Regulations 1994**

2.11.1 The landlord is legally 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.

2.11.2 If SN Estates is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and

carry out any remedial works where necessary. The cost incurred, together with SN Estates'

administration charge of £45, will be debited from the landlord's account.

2.11.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and

SN Estates have not received a replacement valid certificate 14 days before the expiry of that original

certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary

checks and carry out any remedial works where necessary. The cost incurred, together with SN Estates''

administration charge of £45, will be debited from the landlord's account.

### **2.12 The Fire and Furnishings (Fire) (Safety) Regulations 1988 & (Amendment) 1993**

2.12.1 The landlord warrants that he is fully aware of the terms and conditions of the above Regulations

including any subsequent amendments or replacement Regulations (hereafter 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.

2.12.2 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.

### **2.13 Indemnity**

The landlord undertakes to keep SN Estates 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, including any subsequent amendments

thereto or replacement Regulations.

### **3.0 Landlords resident outside the UK**

3.1 The Non-resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for

taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to

deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual

place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

3.2.1 You can apply to HMRC for approval to receive rents with no tax deducted. If your application is

successful then once we have received written confirmation of their decision we will pay you the

rent without deducting tax. Even though the rent may be paid to you with no tax deducted, it

remains liable to UK tax and you must include it on your tax return.

3.2.2 Where a non-resident landlord does not have approval from HMRC, we charge £75 for each quarterly return that we submit. We also complete an annual return and send you a certificate showing the amount of tax that we have paid on your behalf. A charge of £100 is levied for this service. No interest is paid to landlords on tax retentions held by SN Estates.

3.2.3 SN Estates must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. SN Estates will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o SN Estates registered head office address.

3.2.4 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

#### **4.0 Comprehensive Property Management**

4.1 The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below. Our fee for the Management Service is 9% which is taken monthly in advance.

The minimum period of our appointment to manage the property is 12 months. The management agreement can be terminated after this period by either party giving one month's notice to the

other. On the expiry of such notice we will revert to the lettings service only.

#### **4.2 Transfer of utilities**

4.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, SN Estates will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.

4.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account

is opened in their name. SN Estates cannot be held liable if services are disconnected or are not transferred by the utility companies.

4.2.3 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts to the landlord. We will pay bills received from monies held on the landlord's behalf until the property is re-let. SN Estates cannot be held liable should the service companies cut off the services for whatever reason.

#### **4.3 Key holding service**

We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorized by you.

#### **4.4 Repairs and maintenance**

4.4.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.

4.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).

4.4.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

4.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

4.4.5 If the cost of any work exceeds £500 an administration charge of 10% of the invoice will be made.

#### **4.5 Payment of outgoings**

4.5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

4.5.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

4.5.3 Where instructed by the landlord, and where we hold sufficient funds, SN Estates will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received. We will Endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

#### **4.6 Management inspections**

We will undertake two inspections of the property each year. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 will be charged for any additional visits or inspections requested.

#### **4.7 Check-out and deposit**

4.7.1 We will send you a copy of the check out report together with recommendations for deductions that should be made from the deposit. We require that you confirm in writing the deductions you wish to make within 10 days of the end of the tenancy. If we do not receive an alternative instruction, we reserve the right to release the deposit to the tenant in line with our recommendations and the

landlord will have to liaise directly with the tenant to recover any unclaimed deductions. If there is a dispute over deposit deductions, the disputed amount will be automatically forwarded to the DPS in accordance with the tenancy agreement.

4.7.2 In the event of the disputed proportion of the tenant's deposit going before an arbitration panel, SN Estates will attend the hearing by special arrangement. The fee for any such appearance will be £350 + VAT per day, or part thereof. SN Estates will not accept any responsibility for the failure of any such claim made by the landlord.

#### **4.8 Management while the property is vacant**

During void periods we charge a fee of £50 per month. We will continue to manage the property during this period, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, SN Estates must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his insurance company should the property be empty for longer than thirty days.

#### **4.9 Purchase of items for property**

SN Estates has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £25 per hour or part thereof.

#### **4.10 Dealing with third parties**

SN Estates will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

#### **4.11 Insurance**

4.11.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

4.11.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

#### **5.0 Sales provisions**

##### **5.1 Sale of property to tenant**

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 2.5% of the purchase price becomes

payable by the owner/landlord to SN Estates when contracts for the sale of the property are exchanged.

SN Estates reserves the right to defer payment of this commission until completion.

## **5.2 Sale of property by landlord**

Where a property is sold, transferred or otherwise dealt with, with the benefit of a tenancy, SN Estates' fees

remain the responsibility of the original landlord for the duration of the tenancy and for any extensions,

renewals or periods of holding-over, irrespective of whether negotiations were carried out by SN Estates.

The landlord should instruct his solicitor to assign responsibility for SN Estates' fees to the purchaser.

## **6.0 General notices**

### **6.1 Permissions and consents**

6.1.1 The landlord warrants that consent to let from his mortgagees has been obtained, and

6.1.2 Where he is a lessee, the lease extends beyond the term that he proposes to let and that any

necessary consents have been obtained.

6.1.3 He 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

6.1.4 Where he is a joint owner, he has ensured that all the owners are named in the tenancy agreement

and that he is authorized to give instructions on their behalf.

### **6.2 Commission & Interest**

Any commission, interest or other income earned by SN Estates while carrying out our duties as agent

for the letting and/or management of the property, for example by referrals to contractors or

inventory clerks, will be retained by SN Estates.

### **6.3 Outstanding Fees**

The landlord agrees that, where any of SN Estates' fees, commission charges and/or renewal

commission charges remain outstanding for more than seven days, SN Estates may use any sums

obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on

this or any other property on which SN Estates is instructed.

### **6.4 Keys**

6.4.1 Where you provide us with a set of keys (or authorize us to use keys held by another agent) we may

make further copies to facilitate viewings by the instructed office and other offices where

appropriate. We will not charge you for this service.

6.4.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two

sets). Where we are managing the property, we will hold a set of keys at the local office. Where we

are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make

a charge for this service based on the type of keys required.

**6.4.3 SN Estates'** secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, SN Estates' liability is strictly limited to the cost of cutting a new set of keys.

#### **6.5 Duplicate Documents**

In the event of SN Estates having to send duplicate documents or statements, a charge of £2.50 per document or statement will be made, subject to a minimum charge of £10.

#### **6.6 Disclaimer**

SN Estates will carry out all services with reasonable care and skill. However, we are unable to 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.

#### **6.7 Legal Proceedings**

SN Estates is not responsible for any legal steps for the recovery of rent or repossession of the property.

Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 per day, or part thereof. SN Estates will not accept service of legal proceedings on the landlord's behalf.

#### **6.8 Indemnity**

The landlord agrees to indemnify SN Estates 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.

#### **6.9 Amendments/Variations**

This contract constitutes the entire agreement between SN Estates and the landlord 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 a Director of SN Estates.

#### **6.10 Interest**

SN Estates does not take interest.

#### **6.11 VAT**

All SN Estates commission fees and any other charges are subject to VAT at the prevailing rate.

6.11.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

6.11.2 SN Estates reserves the right to change the schedule of fees and these terms of business.

#### **6.12 Data Protection & Privacy Policy**

SN Estates is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and

services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, SN Estates SN Business Centre 47 Chalton Street, London, NW1 1HY.

#### **7.0 Complaints Procedure**

Should you have any problems with SN Estates' service which you are unable to resolve with the negotiator involved or the branch/department manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Chief Executive Officer of SN Estates (CEO). The same time limits will apply. Following the CEO's investigation, a written statement expressing SN Estates' final view will be sent to you. This will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsman for a review.



SN Estates  
SN Business Centre  
47 Chalton Street, London NW1 1HY  
Tel: 0844 414 2691  
Web: [www.snestates.co.uk](http://www.snestates.co.uk)  
Registration no: 6588238