

LETTER OF APPOINTMENT

Property Address:

Correspondence Address (if different from property address):

Dear Sirs,

I/We hereby appoint Let Easy London Ltd (under the terms & conditions overleaf) to act as Sole Agent / Multiple Agent (delete as appropriate)

- wish to set an initial asking price/guide price of £
- agree to commence marketing on (date);
- understand that the fee payable will be %

Please provide details of the bank account to which we should remit any funds which are due to you.

Account Name:	Account Number:
Bank Name:	Sort Code:

Yours faithfully;

(On behalf of Let Easy London Ltd)

Signed

Signed

Print Name

Print Name

Date

Date

1. DEFINITIONS

In these terms and conditions the following words mean:

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

2. PAYMENT OF COMMISSION

- 2.1 In the event that Let Easy London Ltd introduces a tenant who enters into occupation of the property, the Commission shall become payable to Let Easy London Ltd for the entire duration of the tenant's occupation under the Tenancy.
- 2.2 The Commission is calculated as a percentage of the Rent for the entire period during which the tenant introduced by Let Easy London Ltd remains in occupation of the property, the scale of commission charges is as set out below in clause 5.
- 2.3 Where there is more than one tenant introduced by Let Easy London Ltd the Commission will be payable for any period that any of the tenants remains in occupation.
- 2.4 Where a tenant introduced by Let Easy London Ltd is replaced as tenant (whether or not under a formal tenancy agreement) by his/her nominee, the commission will remain payable for as long as the new tenant shall remain in occupation of the Property.

3. INTRODUCTION SERVICE In providing this service to Let Easy London Ltd will:

- 3.1 Carry out an inspection of the property and advise you on the decorative condition, furnishings, expected level of rent and any steps you may need to take to comply with all relevant safety regulations or other legal requirements.
 - 3.2 Arrange for (at your request and at an additional fixed cost to you) an inventory and professional check in/out relating to the letting of the property of the furniture, furnishings, fixtures and fittings and provide a copy to you.
 - 3.3 Advertise the property and arrange viewings.
 - 3.4 Apply for references to be taken up on all prospective tenants.
 - 3.5 Acting on your instructions to negotiate the terms and sign an appropriate tenancy agreement on your behalf.
- ## 4. MANAGEMENT SERVICE If you have appointed us to manage the property Let Easy London Ltd will also:
- 4.1 Visit the property periodically and submit a written report to you on its condition. Any reports submitted by us relate only to the decorative state of the property and are not intended to be a structural survey and should not be relied upon as such.
 - 4.2 Carry out on your behalf, and at your cost, any repairs, servicing or maintenance of the property that may be required to maintain the property in a satisfactory condition. We will not incur any costs likely to exceed £250 in relation to any one item (on any occasion) without first notifying you, except in the case of emergencies. Should Let Easy London Ltd be instructed to arrange repairs that exceed £250, an administration commission of 10% plus VAT will be levied on the behalf of you. All contractors are only instructed by us on your behalf.
 - 4.3 Arrange for a statutory gas safety test to be carried out at your expense prior to the tenant's occupation and annually thereafter.
 - 4.4 If a professional check in/out is done, we will notify the relevant gas, electricity, water and local authority suppliers of the change of occupancy and at the end of the tenancy request them to revert to you or another incoming tenant.

5. COMMISSIONS AND CHARGES

- 5.1 Sole Agency: The Commission for our Introduction Service is 8% of the Rent payable in advance for the full term. The Commission for our Management Service is 13% of the Rent payable in advance for the full term. You hereby give permission for Let Easy London Ltd to collect the full letting fee from the initial rental income.
- 5.2 Sole Agency terms: The Commission will be due to Live London Residential Ltd if at any time a Tenant takes occupation of the Property: who has been directly or indirectly introduced by Let Easy London Ltd during the period of our agency agreement; or (b) with whom Let Easy London Ltd has had negotiations about the property during the said period; or (c) who has been introduced by other agents during the period of our Sole Agency agreement or its termination period.
- 5.3 Sole Agency marketing period: our appointment as Sole Agent is for a minimum period of 12 weeks from the date overleaf; termination must be in writing giving 28 day's notice.
- 5.4 Multiple Agency: The Commission for our Introduction Service is 10% of the Rent. The Commission for our Management Service is 15% of the Rent.
- 5.5 Multiple Agency terms; The Commission will be due to Let Easy London Ltd if at any time a Tenant takes occupation of the Property: (a) who has been introduced by Let Easy London Ltd ; or (b) with whom Let Easy London Ltd has had negotiations about the Property.
- 5.6 There is an administration charge of £180.00 for every new tenancy which is your share of the cost of taking up references and preparing documents relating to a Tenancy as well as deposit registration. On tenancy renewals, the administration charge is £100, this covers rent negotiation and preparation of documents.
- 5.7 Let Easy London Ltd reserves the right to charge a nominal withdrawal commission of £500 if you withdraw the Property from the market within the contract period or if any offer is made to you by a potential tenant of the required Rent and you decline that offer.
- 5.8 Additional charges: (1) Live London Residential Ltd require three sets of keys for the property and will have duplicates cut at your expense if these are not provided by you. (2) Let Easy London Ltd can arrange for furnishing, refurbishment or insurance claim processing, but we will require payment of an administration commission of 15% of the total cost of the work. (3) Attendance at the Property, other than for the scheduled visits will be charged at £50 for up to one hour and £30 per hour or part thereafter.
- 5.9 All other charges are due and payable when incurred and Let Easy London Ltd reserve the right to withhold any part of the rent to meet these costs and/or to discharge them from any sum held by us on your behalf.
- 5.10 You remain responsible for all commission and charges irrespective of whether the tenant pays the rent.
- 5.11 All Commissions and charges are exclusive of VAT.
- 5.12 This letter confirms our terms of business and by signing it you confirm that you accept these terms. In the event that you do not sign these terms but instruct us to start marketing the Property and/or you accept viewings of the property by any prospective tenant you will be bound by all of its Terms.

6. TAX: NON-RESIDENT LANDLORDS

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

7. GENERAL Let Easy London Ltd will at all times endeavour to provide a top quality service but will accept no responsibility for any loss or damage suffered by you as a result of:

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