



BRIGHT HILL
PROPERTIES
Lettings & Property
Management

Terms and Conditions

Thank you for instructing **Bright Hill Properties**. To ensure the marketing and letting of your property is a smooth and efficient process, please provide as much information as possible:

Landlord & Property Information Form

Please complete this form as fully as possible and provide the documents listed in Section C. It gives us everything we need to market, let and manage your property compliantly. Anything not available yet can be marked 'to follow'.

A. Landlord & Ownership Details

Full legal name(s) of owner(s)	
Home / correspondence address	
Telephone number	
Email address	
Country you will reside in while letting for tax status	
Non-Resident Landlord Scheme approval no. if resident overseas	
Owned via a company / trust? Name & number if applicable	

Rent payment – bank account details

We send rent by bank transfer (directly or via OpenRent). Please provide the account into which you wish your rent paid – all details are held securely.

Account holder name	
Name of bank	
Sort code	
Account number	
Where will you be resident while we let the property? tick one – UK ☐ Overseas ☐	

B. The Property

Property address (incl. postcode)	
Number of bedrooms / bathrooms	
Furnished / part-furnished / unfurnished	
Number of full key sets provided ideally two	
Alarm codes & smart-home / thermostat logins	

Utilities & meters

So your Tenant can transfer supplies correctly, please give the meter locations, suppliers and account numbers.

Gas – meter location / supplier / account no.	
Electricity – meter location / supplier / account no.	
Water – stopcock location / supplier / account no.	
Broadband provider if included in the let	

C. Compliance & Safety Documents

Tick the status of each document and hand us a copy where available. Where you would like Bright Hill Properties to arrange an item, tick 'Please arrange' (charges as per the Terms).

Gas Safety Certificate (CP12) – annual, where gas present	☐	☐	☐	
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EICR – Electrical Installation Condition Report (max 5 yrs)	☐	☐	☐	
EPC – Energy Performance Certificate (band E or above)	☐	☐	☐	
Smoke & carbon monoxide alarms fitted and tested	☐	☐	☐	
HMO / selective licence (where required by the council)	☐	☐	☐	
PAT – Portable Appliance Test (supplied appliances)	☐	☐	☐	
Legionella risk assessment	☐	☐	☐	

D. Existing Tenancy

Complete only if a tenant is already in place.

Tenant name(s)	
Tenancy start date	
Current monthly rent (£)	
Deposit amount held (£)	
Deposit protection scheme & reference	
Is the tenancy now periodic? <i>under the Renters' Rights Act</i>	

E. Management & Maintenance Preferences

Authorise us to instruct our own approved contractors? <i>Yes / No</i>	
Repair spend limit before we seek your approval (£)	
Will you consider a tenant with a pet? <i>Yes / No – RRA</i>	
Any tenant preferences or restrictions	
Emergency contact (if you are unreachable)	

Known defects, ongoing issues or recent works

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F. Appliances Provided

So we don't incur unnecessary repair charges, please indicate which appliances are provided.

Heating	Yes ☐	No ☐	Washing machine	Yes ☐	No ☐
Dishwasher	Yes ☐	No ☐	Fridge / Freezer	Yes ☐	No ☐
Tumble dryer	Yes ☐	No ☐	Oven	Yes ☐	No ☐
Burglar alarm	Yes ☐	No ☐			

Burglar alarm – please provide code and operating instructions.

G. Leasehold Details

Complete if the property is leasehold.

Freeholder / Managing Agent	
Contact	
Address	

Telephone	
Email	

Declaration & Authority

I/we confirm that I/we are the legal owner(s) of the above property and wish to instruct Bright Hill Properties to let it. The information in this form is correct to the best of my/our knowledge, and I/we authorise Bright Hill Properties to act on it in marketing, letting and managing the property. I/we agree to accept the appropriate commission charges as detailed in this Agreement, and to the cutting of duplicate keys where required.

Signed (Landlord 1): _____	Date: _____
Signed (Landlord 2): _____	Date: _____
Signed for Bright Hill Properties: _____	Date: _____

Was this agreement signed away from a Bright Hill Properties office? Yes ☐ No ☐ (if Yes, see the Notice of Right to Cancel in the Terms).

Bright Hill Properties is the trading name of Bright Hill Properties Limited. Registered in England and Wales. Company No. 11566868. Registered office: C/O OCG Accountants Ltd, Biz Hub Tees Valley, Belasis Hall Technology Park, Billingham, England, TS23 4EA.

Lettings, Property Management & Tenancy Continuation Service

1.1 Lettings Service, Introductory Commission & S.13 Notice

- 1.1.1 When we introduce a Tenant who enters into an agreement to rent your property, we will charge you an initial commission fee ("Introductory Commission") calculated at 8% (+ VAT if applicable) of the total rent which is the multiplied by 12 as we assume a 12 month initial fee.
- 1.1.2 The Introductory Commission fee is payable in full at the start of the tenancy, unless otherwise agreed and will be dependent upon the nature and length of the lease.
- 1.1.3 The Introductory Commission fee is payable for any Tenant who we introduce to the property whether or not the tenancy is finalised by Bright Hill Properties.
- 1.1.4 Should the Tenant or Landlord bring the periodic tenancy to an end prior to our 12 month fee term being utilised, then we will refund the Introductory Commission fee that has been collected in advance on a pro-rata basis. The commission will be refunded within 14 days of the Tenant vacating the property.
- 1.1.5 In a situation where Bright Hill Properties has not found the tenant but are asked to prepare and issue a rent increase (S.13 notice) a fee of £140 (+ VAT if applicable) is due.

1.2 Property Management

- 1.2.1 Property Management Commission will be charged at 5% (+ VAT if applicable) of the total rental value which is multiplies by 12 as we assume a 12 month duration, this commission will be charged annually in advance.
- 1.2.2 Should the Tenant or Landlord the periodic tenancy to an end prior to the end of our 12 month fee term being utilised, then we will refund the Property Management fee that has been collected in advance on a pro-rata basis. The commission will be refunded within 14 days of the Tenant vacating the property.

1.3 Tenancy Continuation Commission

- 1.3.1 Bright Hill Properties will endeavor to contact both the Landlord and Tenant before the annual anniversary of the tenancy start date to negotiate a rent increase of the tenancy where necessary. Under the new Renters Rights Act any increase is limited to once a year by way of serving a Statutory Notice.
- 1.3.2 In the event that the existing Tenant stays on after our 12 letting fee, Bright Hill Properties reserve the right to charge a "Tenancy Continuation Commission" if of any periodic tenancy which remains in place and for which rental income is received.
- 1.3.3 "Tenancy Continuation Commission" will be charged at 4% (+ VAT if applicable) of the total rental value multiplied by 12 as we assume our fee will be due for a further 12 months, if the periodic tenancy runs indefinitely, commission will be payable annually in advance thereafter.
- 1.3.4 The "Tenancy Continuation Commission" fee is payable annually in advance.
- 1.3.5 Tenancy Continuation Commission remains payable for however long the Landlord continues to collect rent from the Tenant introduced by Bright Hill Properties. Where there is more than one Tenant, Tenancy Continuation Commission will be payable in full where any or all of them remain in occupation.
- 1.3.6 Tenancy Continuation Commission will be due whether or not a rent increase is negotiated by Bright Hill Properties or not.
- 1.3.7 Should the Tenant or Landlord terminate the contract prior to the end of the 12 month/annual "tenancy continuation commission" being utilised, then we will refund you on pro-rata basis, the commission fee that has been collected in advance. The commission will be refunded within 14 days of the Tenant vacating the property.

Tenancy Fees:

Letting	-	8% (+ VAT if applicable)
Property Management	-	5% (+ VAT if applicable)
Tenancy Continuation	-	4% (+ VAT if applicable)
Issuing S.13 Notice	-	£140 (+ VAT if applicable)

Terms & Conditions

LETTINGS SERVICE

Time and Payment of Fees

Long Lets: Our fees are collected in advance at the start of the tenancy. Under the new Renters' Rights Act there is now no fixed term so;

- For the purpose of collecting our fees, it's assumed the tenancy will run for 12 months
- **Property Management Commission:** Our Management fees are taken annually in advance charged at a rate of 5% (+ VAT if applicable) of the rental income, 7% (+ VAT if applicable) for Premium Managed properties.

Transfer of Monies

Bright Hill Properties will make every effort to transfer any monies due to your bank account within three working days of the due date and clear receipt. On rare occasions it may take us longer and we reserve the right to take up to ten working days to process, allocate and/or clear payment. If we are unsuccessful in fulfilling this target we will pay you interest at the annual rate of 2% above Barclays Bank plc base rate, from the tenth day after we receive payment until the date that payment is made to you. For new tenancies rent is transferred on the start of the tenancy if paid sufficiently in advance. Please note there is an administration charge of £30 (£25+VAT) for any international bank transfer.

Financial Crime

Bright Hill Properties is required by law to adhere with regulatory guidelines prescribed by The Proceeds of Crime Act 2002 and The Terrorism Act 2000. In addition, some tenancies may be subject to the application of The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and The Money Laundering and Terrorist Financing (Amendment) Regulations 2019. These guidelines encompass strict protocol in relation to money handling and client payment which we are committed to follow. Please note that our statutory duties in respect of these regulations supersede any pre-existing contractual arrangement.

Identity Check

Where a tenancy falls into the scope of these regulations, the legal and beneficial owner(s) of the property will be required to provide satisfactory documents to confirm their identity and address. This information is required to complete anti-money laundering checks which we are legally required to undertake both before the tenancy and, where appropriate, throughout the tenancy. We do this by verifying the details with third party anti-money laundering agencies who may also pass other information about you to us. This will leave a soft ID footprint on your credit file which should not affect your credit rating.

Change in Circumstances

Any Landlord as either a private individual, corporate, trust, or alternative structure of ownership is obliged to inform Bright Hill Properties of any change in name, address, country of residence, or any other change in circumstance which might effect the validity of client due diligence checks performed by Bright Hill Properties. This includes where there might be a structural change in ownership where another individual may be deemed a beneficial owner.

Tenancy Agreement

We have an expertly written tenancy agreement provided by OpenRent which will be used in respect of all lettings unless otherwise agreed. If you wish to provide your own tenancy agreement it must be fully compliant with current legislation and be fair and comprehensive. Bright Hill Properties reserve the right to refuse the Landlord's own agreement if it does not meet adequate standards.

Pets - Tenants may request permission to keep a pet in the Property. Landlords must not unreasonably refuse such requests, in accordance with the Renters' Rights Act. Where consent is refused, written reasons must be provided within the statutory timeframe. Bright Hill Properties may assist in obtaining appropriate pet insurance where required.

Tenants References

Upon agreement of any long let offer all named Tenant's will be referenced by an independent third party reference provider at a cost of £40+VAT if applicable per Tenant to the Landlord. In signing the tenancy agreement, the Landlord, or Landlord's legal representative confirms to us they have seen and accepted any such references or proof of identity checks. Bright Hill Properties will undertake reasonable checks of lawful immigration status of any potential Tenant or other persons lawfully due to occupy the property where required to do so by law (Immigration Act 2014). However, we accept no responsibility whereby a Tenant or lawful occupier does not have the right to live in the UK under the Right to Rent Bill after representing he/she does so.

Electronic Documentation

For convenience we may require tenancy agreements to be signed electronically by either the Tenant or Landlord (whether by fax, email or website authentication). In this instance contracts are binding and admissible as evidence. All file data is stored electronically and original paperwork destroyed, should you want original contract copies then please make this request.

Keys

In order to market and let your property effectively we require a full set of keys. We operate a secure key tag system which ensures security by providing anonymity for any set of keys. In the event that keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys. When the property is let, you must provide at least one full set of keys to each named Tenant/Occupant. Bright Hill Properties will obtain copies at your expense if necessary but we will require all relevant certificates in order to do so.

Redirection of Mail

It is the Landlord's responsibility to arrange postal redirection services with The Royal Mail. Bright Hill Properties cannot take any responsibility for items of post which are lost or delayed or any costs incurred by the Landlord for items of mail which are delivered to the property address after it is let.

Utilities

For Long Lets, whilst the Tenant is responsible for transferring the utilities into his/her name we strongly recommend that you ensure that your own accounts or those of the previous Tenant have been closed. It is important due to the number of suppliers in the market place that you should advise the Tenant of the suppliers used.

PLEASE NOTE: if we are instructed to manage the property we will contact the relevant utility providers to inform them of the change on your behalf.

Charges

If basic terms of a tenancy have been agreed with you verbally or in writing and you have instructed us to proceed with the referencing of a Tenant(s) and draw up the relevant paperwork and subsequently withdraw from the offer there will be a charge of 50% of the Lettings fee or £470 inclusive of VAT if applicable, whichever is the greater amount. Other costs incurred may also be charged to you. Any withdrawal charges shall reflect reasonable and evidenced costs incurred and shall not operate as a penalty. Charges will be proportionate and compliant with consumer protection legislation.

Inventory, Check-in and Check-out

- The cost of the inventory, check-in and check-out will be the responsibility of the Landlord. Upon request, we will arrange for an independent inventory clerk to prepare an inventory for the Property

and they will also check-in the Tenant. Costs for an inventory will vary depending on the size of the property and its level of furnishing, however, we can provide approximate costs. Whilst we will make every effort to give clear and concise instructions to independent inventory clerks, we cannot accept liability for any error or omission on their part.

- The check-in and check-out cost is £144 (£120+VAT) for each report.
- Where we instruct the inventory clerk on your behalf, we will withhold £144 (£120+VAT) from the penultimate month's rent to cover the cost of the check-out. Any balance will be returned once these charges have been paid.
- Unless otherwise instructed, we will arrange for the Tenant to be checked out against the initial inventory, where it is available, at the end of the tenancy and send you a copy of the report.

The Gas Safety (Installation & Use) Regulations 1998

- It is the Landlord's responsibility to ensure that all the property's gas appliances and fixed installations are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- On your instruction, we would be happy to assist you in obtaining your gas safety certificate and you will be liable for the cost. We work with a number of local Gas Safe registered engineers.
- For the avoidance of doubt, Bright Hill Properties will not arrange for gas safety certificate renewals on a lettings Service (as defined, including rent collection) unless requested to do so by the Landlord in writing.

Client money protection and independent redress are provided by:



The Electrical Equipment (Safety) Regulations 1994

- The Landlord is advised to ensure that all cabling, fuses and plugs are inspected and replaced when necessary with the correct rating for that appliance.
- Bright Hill Properties would be happy to assist in the arrangement of a Portable Appliance Test, the cost incurred, together with our administration charge and you will be charged accordingly.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

- It is the Landlord's legal responsibility to ensure an Electrical Inspection Condition Report (EICR) is carried out at the property by a qualified person, and any required remedial works on the report are carried out within 28 days or within the period specified in the report if sooner. If you have undertaken to organise this work yourself, we are making you aware that you are also obligated to inform your Tenants of completion within 28 days, and to pass this information to the local authority when required. An EICR report is required at regular intervals (every five years unless specified sooner) during the tenancy and should be supplied
 - to existing tenants within 28 days inspection and test;
 - available to new tenants before the tenant occupies the property; and
 - to any prospective tenants within 28 days upon request.
- Bright Hill Properties would be happy to assist in the arrangement of a EICR, the cost of which is dependent on the size of the property, measured by number of bedrooms.

The Fire and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1993)

- The Landlord warrants that they are fully aware of the terms and conditions of the above regulations including any subsequent amendments or replacement regulations. The Landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the regulations.

- It is your responsibility to ensure that any furniture purchased for the property after the date of this agreement will also comply with these regulations for the duration of the tenancy.

Smoke & Carbon Monoxide Alarm (England) Regulations 2015

- It is the Landlord's legal responsibility to ensure the property is equipped with a functioning smoke alarm on each floor of the premises where there is a room used wholly or partly as living accommodation.
- The Landlord is advised that there is also a requirement for a carbon monoxide alarm in any room again used wholly or partly as living accommodation that contains a solid fuel burning combustion appliance, and that checks have been made to ensure that every alarm is in proper working order at the commencement of the tenancy.
- Bright Hill Properties can organise checks and or installations on the Landlord's behalf at a cost of £90 (£75+VAT) for fitting one alarm and an additional £24 (£20+VAT) for every unit thereafter, but will not do so without written Landlord instruction and payment in advance.

Legionella Legal Requirements

- The Landlord understands that as the person responsible for the water systems within their property they have a legal duty to "ensure that the risk of exposure of Tenants to legionella is properly assessed and controlled" (Legionnaires' disease Part 2: The control of legionella bacteria in hot and cold water systems Para 2.138 pg 45 HSG274 Part 2 2014).
- Bright Hill Properties can organise a risk assessment on the Landlord's behalf at a cost of £102 (£85+VAT) but will not do so without the Landlord's written instruction and advance payment.

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 SI 2007/991.

From the 1st October 2008, prospective Tenants of residential properties have to be provided with an Energy Performance Certificate free of charge and at the earliest opportunity, prior to entering into any contract to rent out the property. EPCs must be provided by accredited energy inspectors and will last for 10 years. Details of the regulations can be found in full at www.legislation.gov.uk/uk/si/2007/991/contents/made. The requirement is set out in regulation 5. Bright Hill Properties will arrange for an EPC on your behalf unless provided with a valid copy of one. The cost of this is £90 (£75+VAT) payable in advance when you instruct us to commence marketing your property.

Licenses

It is the Landlord's responsibility to adhere to their local authorities licensing scheme. This may require that the Landlord holds a license prior to letting out their property. The Landlord cannot name the license holder as Bright Hill Properties or any of its employees. Requirements under a scheme vary between each local authority but may be predicated on the location of the property and/or the Tenant(s) letting out the property. There are significant penalties if your property fails to meet the licensing requirements. You hereby confirm to Bright Hill Properties that your property is compliant with the local authorities requirements and you have applied for or already hold any licenses necessary under the scheme. You agree to provide Bright Hill Properties with copies of any relevant licences (including applications or draft licences) upon request. As requirements under a scheme may vary between each local authority, you also agree that you will inform Bright Hill Properties of any specific licensing restrictions.

Homes (Fitness for Human Habitation) Act (2018)

It is the Landlord's responsibility to ensure that the Property and any common parts or shared facilities are fit for human habitation at the commencement and for the duration of the tenancy.

Decent Homes Standard - The Landlord confirms that the Property meets, and will continue to meet, the Decent Homes Standard as

applied to the private rented sector under the Renters' Rights Act. Bright Hill Properties may require remedial works to be carried out to ensure ongoing compliance.

Indemnity

The Landlord agrees to indemnify Bright Hill Properties fully and effectively against any costs or liabilities imposed on us which may arise due to the failure of the Landlord to comply fully with the terms of all the above regulations.

Instruction of Third Parties

Where we instruct third parties on your behalf we are acting as your agent and no liability is accepted for any actions or omissions of the third party.

Service of Notices

Bright Hill Properties will not serve formal or legal notices to terminate any tenancy without the Landlord's instruction to do so. We will charge £60 (£50+VAT) for the preparation and service of any legal notices.

Abolition of Fixed-Term Tenancies - All residential tenancies entered into under the Renters' Rights Act shall be periodic tenancies by default. Any references in these Terms to fixed terms, expiry of a tenancy, or termination at the end of a term shall be read as subject to the Renters' Rights Act.

Possession Proceedings - Bright Hill Properties will only prepare or serve possession notices on statutory grounds permitted under the Renters' Rights Act and Section 8 of the Housing Act 1988 (as amended). No guarantee is given that possession will be granted by a court.

Overseas Landlords

Where a Landlord may be considered non-resident for tax purposes he has to pay United Kingdom Income Tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from HM Revenue & Customs specifically permitting Bright Hill Properties or the tenants to pay rental monies to the Landlord without the deduction of tax, Bright Hill Properties or the tenants is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury on all monies received and account to HM Revenue & Customs for these monies on a quarterly basis. Landlords are responsible for obtaining their own "Exemption Certificate" and should note that any such certificate received is non-transferable. It should also be noted that no interest is payable to Landlords on tax retentions made by Bright Hill Properties.

Bright Hill Properties is required by Law to consider any individual Landlord who we believe or have reason to believe to be living outside the UK as non-resident and make these deductions. Whilst we will endeavor to inform any Landlord of our decision, such a decision must be final and Bright Hill Properties can accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where a Landlord is collecting rent directly and is non-resident for tax purposes then the Tenant becomes liable for the collection of tax due and Bright Hill Properties are obliged to advise him/her accordingly.

Exemption Certificate

Overseas Landlords need to complete the form NRL1 or NRL2 and submit it to HMRC. This is an online process; for more information go to www.hmrc.gov.uk/international/nr-Landlords.htm. Please quote Bright Hill Properties Reference Number NA038409.

Income and Expenditure reports and statements

Upon request, Bright Hill Properties can provide an annual Income and Expenditure report for the tenancy or copies of 12 months' of statements. This service is free of charge for properties managed by Bright Hill Properties. For non-managed properties, we charge £120 (+VAT if applicable) for this service.

Cleaning

- The property must be professionally cleaned at the tenancy

start. Upon request, we can arrange for an independent cleaning firm to clean the property, which will be charged to you in accordance with our standard pricing. Tenants are responsible for returning the property cleaned to the same standard as they found, evidenced by the inventory reporting. Landlords may be required to cover this expense before reclaiming from the Tenant's deposit if a Tenant disputes this requirement.

Deposit

- We will obtain a deposit from the Tenant and hold it as stakeholder, as set out in the tenancy agreement. This means that before any deposit monies can be apportioned after the legal end of the tenancy we require written agreement from both Tenant and Landlord. Failing this it may be possible to refer any dispute for arbitration, or else a court order can be obtained to determine settlement.
- In the case of an Assured Tenancy we will register the deposit with MyDeposit. Any claim against the Tenant's deposit should be submitted as soon as is practicable after the tenancy concludes. It is generally accepted that a 10 working day timeframe is reasonable. Beyond this point any undisputed monies should be released back to the Tenant and any amount in dispute sent to the MyDeposit scheme to arbitrate. Full details of the scheme and its protocol can be found at <https://www.mydeposits.co.uk/>

PROPERTY MANAGEMENT SERVICE

Our Property Management services are as follows:

Management Inspections

We will undertake to inspect your property twice a year. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden or latent defects. A fee of £120 (£100+VAT) will be charged for any additional visits or inspections requested.

We will undertake to visit the property both at the start of the tenancy and at the end. These visits are intended to familiarise themselves with the property in the interests of ongoing management, and to make observations in order to conclude management at the tenancy end. These visits are not intended to substitute the formal inventory process.

Annual rent appraisal

Upon request we will attend the property annually to professionally assess its value. Please note that this visit is dependent upon access being given.

Complimentary safety service

A choice between a free gas safety inspection, portable appliance test, or legionella risk assessment along with the accompanying report.

Repairs and Maintenance

For all managed properties, we will arrange for a gas safety certificate to be obtained from a Gas Safe registered engineer. There is no administration charge for properties managed by Bright Hill Properties for doing this.

We will deal with day-to-day management matters including all contact from your Tenant such as telephone calls, emails, faxes and letters.

In the interest of your property upkeep we will attend to minor repairs and maintenance of the property and its contents that we consider necessary up to a maximum of £500.

We will contact you for permission to proceed if the cost of the work exceeds this amount (or another amount to be agreed in writing). However, in emergencies and where we consider it necessary, we will act to protect your interests without consultation.

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

Payment of Outgoings

A float of £500 is required at the commencement and during the term of the management, to enable us to meet any expenditure on your behalf.

Transfer of Utilities

Providing that the Landlord informs us of the names of suppliers and the relevant utility account numbers, and where the Tenancy Agreement states that the Tenant is responsible, Bright Hill Properties will endeavor to notify existing service providers and the local authority that the Landlord's accounts should be transferred into the Tenant's name.

Bright Hill Properties recommends that you also contact the relevant utility service providers and the local authority, as in many cases they will only take instructions from the account holder. Bright Hill Properties cannot accept liability for any losses suffered by the Landlord as a result of his failure to contact suppliers directly.

The utility companies and the local authority will send the relevant forms to the new occupier(s) to be completed and signed. It remains the Tenants' responsibility to ensure that a new account is opened in their name and Bright Hill Properties cannot be held liable if services are disconnected or are not transferred by the utility companies.

Bright Hill Properties cannot be held liable should the service companies cut off the supply to the property for any reason.

Keys

In order to be able to manage your property effectively we require a full set of keys. These will be held in our local office under a secure system and made available to our approved suppliers or any other party authorised by you.

Dealing with Third Parties

Where requested Bright Hill Properties will liaise with the Landlord's accountants, solicitors, managing agents, mortgagees and insurance companies.

Empty Properties

Our Management Service does not include the supervision of empty properties. Once a property is untenanted we cannot pay bills on your behalf or instruct contractors.

Refurbishment Services

We are able to advise on and project manage the redecoration and refurbishment of our clients properties to maximise their letting potential. A fee of 10% + VAT of the total cost of works is payable for this service.

Insurance

We are not authorised to advise you on insurance matters and are unable to notify insurers or complete any documentation relating to potential claims on your behalf.

We will notify you where we believe that damage to your property has resulted from an insured risk and will also obtain estimates for repairing the damage, which can be supplied to the insurers. We can arrange for the repairs to be carried out upon your instruction via our refurbishment service.

Minimum Period of Appointment of the Property Management Service

The minimum period of our appointment to manage the property is three months (six months for Premium Managed properties), thereafter this agreement can be terminated by either party giving one month's written notice. In this event, we will revert to the Lettings Service only.

- For all non-Housing Act Tenancies we will obtain and hold any deposit as stakeholder. In the case of a dispute The MyDeposit may be able to arbitrate via their non-AT dispute resolution service which requires consent of both parties and a fee of £500 or 10% of the deposit value, whichever is greater. The statutory rights of either Landlord or Tenant to take legal action against the other remain unaffected.
- The Landlord will not be entitled to any interest that accrues on the Tenant's deposit.
- Bright Hill Properties will not indemnify the Landlord against any unsuccessful deposit claims whether arbitrated over by MyDeposit or any other third party. Any challenged outcome would need to be independently appealed through the relevant scheme body.

S.13 Notice

- Bright Hill Properties will charge the Landlord £140 (+ VAT if applicable) for issuing a Section 13 rent increase notice if they are not charging a "Tenancy Continuation" fee. This fee is due on the serving the notice to the tenants, irrespective if the tenants agree to the proposed rent increase or not.

GENERAL NOTICES

Permissions and Consents. The Landlord warrants that:

- Consent to let from his mortgagees, insurance companies and (where applicable) Superior Landlord has been obtained and that the Tenant will be notified in writing of any conditions of letting imposed by the mortgage lender, insurance company and Superior Landlord, prior to the start of the tenancy.
- He has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

Property Portal

The Landlord authorises Bright Hill Properties to register the Property on the government-mandated Property Portal where required. The Landlord agrees to provide accurate and up-to-date information and acknowledges that failure to comply may result in penalties.

Commission and Interest

Any commission, interest or other income earned by Bright Hill Properties while carrying out our duties as agent for the letting and/or management of the property will be retained by us. Supplier commission is charged to our contractors at a nominal level for the bulk work that we introduce. We work hard to drive down pricing and ensure competitive rates, and for clarity operate fixed pricing across a number of trades.

- To exercise the right to cancel, you must inform us in writing, either by registered post to Bright Hill Properties at 71 Houblon Road, Richmond, TW10 6DB or by email to ijackson@brighthillproperties.co.uk Please state clearly your name and address, and we suggest that you include the following sentence: 'I wish to cancel my Estate Agency contract, signed on [insert date], in relation to the property at address [insert address]'

- Any cancellation notice you send will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent. If you exercise this right, the marketing of your property will be cancelled and you will be liable for the reasonable expenses we have incurred.

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England and Wales. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.

GDPR COMPLIANCE

How personal information about you will be used

The following definitions shall apply to this section of the Agreement:

'Data Protection Laws' means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 and any replacement to it (and, from 25 May 2018, the GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities; and

'GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time.

Where Bright Hill Properties handles your personal information it will do so in accordance with Data Protection Laws.

If you would like more detailed information on how Bright Hill Properties handle your personal information you can read Bright Hill Properties' Privacy Notice which can be found at www.brighthillproperties.co.uk or request a copy of Bright Hill Properties' Privacy Notice Outstanding Fees

The Landlord agrees that where any of Bright Hill Properties fees or commission charges remain outstanding for more than 21 days, Bright Hill Properties may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments on this or any other of your properties on which Bright Hill Properties is

instructed. In these circumstances we will notify you in advance. Where we are not able to do this any outstanding debts will be referred to a debt collection agency and will at this point become subject to additional charges to cover the collection costs incurred. These charges together with all other charges and legal fees incurred will be the responsibility of the Landlord and will be legally enforceable.

Legal Proceedings

Bright Hill Properties cannot be held responsible for any legal proceedings for the recovery of rent or repossession of the property. We are able to appear before any Court or Tribunal, however this will be by special arrangement and subject to a fee for any such attendance of £250 (+VAT if applicable) per day, or part thereof. Bright Hill Properties will not accept service of legal proceedings on the Landlord's behalf.

Incorrect Information

The Landlord warrants that all the information provided to Bright Hill Properties is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Bright Hill Properties which causes us to suffer loss or causes legal proceeding to be taken, the Landlord agrees to reimburse and compensate Bright Hill Properties for all losses suffered.

Indemnity

The Landlord agrees to indemnify Bright Hill Properties 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.

Amendments/Variations

This contract constitutes the entire agreement between Bright Hill Properties 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 Bright Hill Properties.

Marketing Instruction

Should you not sign these Terms but instruct us to start marketing and viewing the property with applicants you will be bound by all of its terms.

Complaints Procedure

Should you have any problems with Bright Hill Properties' service which you are unable to resolve with the negotiator involved 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 will need to write to the Chief Executive (CEO) of Bright Hill Properties. The same limits will apply. Following the investigation of our CEO a written statement of Bright Hill Properties' 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 for review to the Property Ombudsman, of which we are a member (see www.tpos.co.uk).

Private Rented Sector Ombudsman-Where required by law, the Landlord agrees to be registered with the Private Rented Sector Ombudsman scheme. Bright Hill Properties may act as the Landlord's agent in handling complaints referred to the Ombudsman but accepts no liability for determinations made.

NOTICE OF RIGHT TO CANCEL

Where this Agreement is signed away from a Bright Hill Properties office, you may have a right to cancel this Agreement within 14 days, starting from the day when you sign and return this agreement to us.

Landlord Authorisation Letter

Template – to be completed and signed by the landlord. Copy onto your own letterhead if preferred.

[Your name]

[Your address]

Joshua Jackson
Bright Hill Properties
71 Houblon Road
Richmond
TW10 6DB

[Date]

To whom it may concern,

I **[name]** am writing this letter to indicate that I authorise Joshua Jackson and Bright Hill Properties Ltd to act on my behalf in all matters concerning the rental and upkeep of my property at **[address]** until such time as I wish to no longer let out the property.

Yours Sincerely,

[name]

Date: _____