

Winkworth Residential Lettings Landlord Terms of Business

Winkworth

Assured Shorthold Tenancy Deposits protected by The Deposit Protection Service

48 Brudenell Road, Tooting Bec, London, SW17 8DA

Address of the Property to which these terms relate:

Proposed Rental Value:

As of (date):

£3500

29.07.2025

*Please note that this figure is based on the agreed marketing rent, however this could change either up or down, depending on the final rental amount achieved when the property is let. We will confirm this to you in writing when we propose any new tenancy to you.

Mr Jonathan Robert Gratwick

Landlord/Client Name:

Tooting Estates Ltd. trading as Winkworth

CONTENTS

Part A – A SUMMARY OF THE SERVICES WE PROVIDE

The agreement:

Part B – TABLE OF FEES AND CHARGES PAYABLE BY YOU

Part C – GENERAL TERMS AND CONDITIONS OF OUR DIFFERENT SERVICE LEVELS AND FURTHER AGREED MATTERS

N.B. Definitions can be found at Clause 55.

Part D – SUMMARY OF YOUR INSTRUCTIONS TO US

Agreement ends.

Additional Information:

Part E – LANDLORD AND PROPERTY INFORMATION REQUIRED FOR ALL SERVICE LEVELS

Landlord Initials: 

Part A – A SUMMARY OF THE SERVICES WE PROVIDE

	Management Services	Rent Collection Services	Lettings Services
Visiting your Property to provide a rental assessment	✓	✓	✓
Marketing the Property	✓	✓	✓
Conducting the Viewings with prospective Tenants	✓	✓	✓
Negotiating a Tenancy between yourself and prospective Tenants	✓	✓	✓
Taking a Holding Deposit which demonstrates both the Landlord and the Applicant's commitment to enter in an agreement subject to contract and references	✓	✓	✓
Providing a sample Tenancy Agreement to the Applicant	✓	✓	✓
Taking references for the Tenant(s) and Guarantor(s) as applicable (Please refer to the Schedule of Fees in Part B to see if this will be at your expense)	✓	✓	✓
Checking all of the Applicant Right to Rent documents at the commencement of the initial tenancy term for the proposed occupants	✓	✓	✓
Ensuring all of the safety paperwork e.g. Gas Safety certificate, Electrical safety checks etc. is in place for the commencement of the tenancy (any safety checks will be at your expense)	✓	✓	Landlord responsibility
Creating and arranging for the tenancy agreement to be signed by both parties	✓	✓	✓
Arranging for an Inventory and Schedule of Condition to be created (at your expense)	✓	✓	✓
Arranging for a Check In to be carried out with the Tenants on the commencement of the tenancy (at your expense)	✓	✓	Landlord responsibility
Collecting the first instalment of Rent from the Tenant(s)	✓	✓	✓
Registering the deposit with The Deposit Protection Service or holding the tenancy deposit where the tenancy is not an assured shorthold agreement	✓	✓	✓
Arranging for the Tenant(s) to set up a standing order payable to us on your behalf	✓	✓	Landlord responsibility
Accounting to you with a statement for the first instalment of rent paid by the Tenant	✓	✓	✓
Negotiating any renewal of the tenancy at the end of the fixed term or during a periodic agreement (Commissions and fees are applicable)	✓	✓	✓
Arranging for the Tenant to make regular payments in accordance with their tenancy agreement	✓	✓	Landlord responsibility
Accounting to you throughout the term of the tenancy occupation with a statement of rent paid, invoices paid on your behalf and our fees / commissions	✓	✓	Landlord responsibility
Informing the utility providers (gas, electric & water) and council tax of your new Tenant's details (where applicable)	✓	Landlord responsibility	Landlord responsibility
Holding a set of keys for the duration of our agreement	✓	Landlord responsibility	Landlord responsibility
Property Visits on a 6-monthly basis	✓	Landlord responsibility	Landlord responsibility
Recording renewal dates for safety records and arranging for renewal checks (all safety checks are at your expense)	✓	Landlord responsibility	Landlord responsibility
Arranging repairs and maintenance as required at the Property and accounting to you accordingly on your statement up to £250.00 inc. VAT	✓	Landlord responsibility	Landlord responsibility
Obtaining two estimates for maintenance likely to be over £250.00 inc. VAT	✓	Landlord responsibility	Landlord responsibility
Liaising with your Tenant regarding all matters in relation to the tenancy you have in place with them under our Management Service	✓	Landlord responsibility	Landlord responsibility
Serving a standard notice to end the tenancy agreement at the end of the fixed term or during a periodic tenancy (not for rent arrears or any other breach of the tenancy agreement)	✓	Landlord responsibility	Landlord responsibility
Arranging a check out at the Property with your Tenant (Please refer to the Schedule of Fees in Part B to see if this will be at your expense)	✓	Landlord responsibility	Landlord responsibility
Obtaining quotes for any work required / identified as dilapidations or for those which are your responsibility	✓	Landlord responsibility	Landlord responsibility
Informing your Tenant and negotiating any potential deductions from the Tenancy Deposit	✓	Landlord responsibility	Landlord responsibility
Administering the agreed return of the deposit via The Deposit Protection Service or directly from our client account	✓	Landlord responsibility	Landlord responsibility

Part B – TABLE OF FEES AND CHARGES PAYABLE BY YOU, AND FURTHER AGREED MATTERS

Commission for Letting Service Letting Service Commission	% inc. VAT
Commission for Letting Service after the initial term of the tenancy has expired These rates will only apply for a periodic tenancy where you have not instructed us to provide the Rent Collection Service or Management Service.	% inc. VAT
Commission for Rent Collection Service Lettings and Rent Collection Service Commission	% inc. VAT
Commission for Management Service Letting Service Commission Management Service Commission Total Commission under the Management Service Minimum Annual Management Commission Payable	9.6 % inc. VAT 4.8 % inc. VAT 14.4 % inc. VAT £900

Lettings, Rent Collection and Property Management – 12%+VAT, which is broken down as 8%+VAT for the lettings and rent collection and 4%+VAT for the management collected in line with the rental income, i.e. monthly where the is payable monthly (11%+VAT for the renewal terms)

Description of the individual charge element	Tenancy Arrangement Fee- £350+VAT		
	Management Service	Rent Collection Service	Letting Service
Tenant and Guarantor Referencing Fees (Please note that this fee may be included in your Tenancy Arrangement and Preparation cost if no price is quoted here)	N/A	N/A	N/A
Right to Rent Checks (Please note that this fee may be included in your Tenancy Arrangement and Preparation cost if no price is quoted here)	N/A	N/A	N/A
Tenancy Arrangement and Preparation (to include preparing the tenancy agreement, providing a sample copy to your prospective Tenant, taking a Holding Deposit to show commitment to wish to enter into an agreement (subject to contract and references), conducting initial Right to Rent checks on each applicant, arranging the Tenant's standing order (where applicable), accounting to you regarding the first rental paid less our fees and commission)	£420 inc. VAT	£420 inc. VAT	£420 inc. VAT
Preparation of Renewal Agreement at the end of the initial term of the tenancy	£420 inc. VAT	£420 inc. VAT	£420 inc. VAT
Waiting at the Property	£100 per hour inc. VAT	Not available	Not available
Providing Duplicate Statement(s)	£25 inc. VAT per statement subject to a minimum charge of £25 inc. VAT	£25 inc. VAT per statement subject to a minimum charge of £25 inc. VAT	£25 inc. VAT per statement subject to a minimum charge of £25 inc. VAT
Dealing with dishonoured cheques or payments from either the Tenant or you	£50 inc. VAT	£50 inc. VAT	£50 inc. VAT
Reporting to and making payments to HMRC for overseas Landlords without HMRC approval	£100 inc. VAT	£100 inc. VAT	£100 inc. VAT

Additional work undertaken outside the scope of our agreement This might include assisting you to comply with the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 by registering an exemption or arranging energy efficiency improvement works, or assisting you to make an application to the Local Authority for a licence.	£150 per hour inc. VAT	£150 per hour inc. VAT	£150 per hour inc. VAT
Property Visits in addition to the visits provided at your service level (per visit)	£90 inc. VAT	£120 inc. VAT	£120 inc. VAT
Fee for arranging refurbishment or building work contracts for works over £1000.00	12% of the total net value of the contractor's invoice (labour and materials). Our fee is inclusive of VAT.	Not applicable	Not applicable
Seeking additional estimates for maintenance work over the two provided within our service (For works over £250.00 inc. VAT) (Per estimate)	£50 inc. VAT	Not applicable	Not applicable
Service of a Section 21 Notice or a Notice to Quit	Included in your service level	Included in your service level	£120 inc. VAT
Void Period Property Visits The scope and frequency of the visits to be agreed in writing with you	£120 inc. VAT	£120 inc. VAT	£120 inc. VAT
Key Cutting Service In addition to the cost of the key	No Charge	£25 inc. VAT per key provided	£25 inc. VAT per key provided
Float we will hold on account – Please note that this float is held on your account throughout the tenancy and any balance will be refunded to you at the end of our contract	Usually, £250.00 If rent payable 6 monthly or annual rent: £500.00	Not applicable	Not applicable
Charge where we have found a suitable Prospective Applicant and have proceeded with the application and you refuse their offer or subsequently impose unacceptable conditions on the Tenant	£600 inc. VAT	£600 inc. VAT	£600 inc. VAT

Additional Agreements made between you and us:

[E.g. It is agreed between Winkworth and the Landlord that all commissions due under this agreement shall be payable by the Landlord to Winkworth each time an instalment of Rent becomes payable by the Tenant under the Occupation Agreement at the relevant rate rather than being payable in advance for the term of the Occupation Agreement.

Please note that where our Summary of Service states "Landlord responsibility" we may be able to assist you for an additional fee which will be based on our "Additional Work" terms stated in the above Table of Fees.

We are able to provide you separately with costs at your request for the following, all of which are conducted by independent professional contractors. We do not apply any additional charges to their invoices unless we inform you otherwise:

- Energy Performance Certificate
 - Gas Safety Reports undertaken by a Gas Safe Engineer
 - Periodic Electrical Reports
 - Visual Electrical Installation Report
 - Portable Appliance Testing
 - Risk Assessment for Legionnaire's Disease
 - Independent Inventory and Schedule of Condition at the start of each tenancy
 - Independent Check Out Service at the end of each tenancy
 - Installation of battery-operated Smoke Alarms and / or Carbon Monoxide Detectors
 - Testing of the Smoke Alarms and Carbon Monoxide Detectors prior to the start of the Tenancy
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Part C – GENERAL TERMS AND CONDITIONS OF OUR DIFFERENT SERVICE LEVELS

1. PARTIES TO THIS AGREEMENT

- 1.1. This Agreement is made between the Landlord and Tooting Estates Limited trading as Winkworth.
- 1.2. Tooting Estates Limited is using the Winkworth name and trading under licence from Winkworth Franchising Limited.
- 1.3. In this Agreement references to Winkworth means Tooting Estates Limited trading as Winkworth.
- 1.4. The key information about our company is:
 - 1.4.1. Our Registered office is: 17 Upper Tooting Road, Tooting Bec, London, SW17 7TS
 - 1.4.2. Our Company Number is: 11011278
 - 1.4.3. We are registered with the ICO and our registration number is: ZA315562
 - 1.4.4. We are a member of the Property Redress Scheme.
 - 1.4.5. We hold professional indemnity insurance with DAC Beachcroft LLP and our policy number is TPOBB0290/19054.
 - 1.4.6. We have client money protection with NALS
 - 1.4.7. This Winkworth office is accredited by SafeAgent [and is a Protected Member of Propertymark] at the time that this agreement is made. (delete if not relevant)

2. APPOINTMENT

- 2.1. You instruct Winkworth to act on your behalf as your sole agent for the purpose of obtaining a tenant for the above-mentioned Property.
- 2.2. Our appointment will continue from month to month until terminated in accordance with clauses 29-30 of this agreement.
- 2.3. You have selected the Service Level indicated in Part D of this agreement and we will provide the services which relate to that Service Level as set out below in this agreement.
- 2.4. Upon receipt of these terms and conditions, signed by you or by your duly authorised representative, we shall be deemed to be instructed as your agent with your full authority to sign or to execute on your behalf all documents necessary to create an Occupation Agreement of the Property upon terms previously notified to you.
- 2.5. In the event that we have been unable to make contact with you after making reasonable endeavours to do so we may execute an Occupation Agreement upon terms we consider to be reasonably acceptable to you. You agree to give us 48 hours written notice if you wish to withdraw this authority.

3. BEFORE WE CAN ACT AS YOUR AGENT

- 3.1. You agree to provide us with evidence of your identity and address, including a valid passport or driving licence, and a bank statement or utility bill that is less than three months old to confirm your address. We are not able to let the Property or otherwise act as your agent until we have seen originals of these documents.
- 3.2. You confirm that you are the owner of the Property or are authorised by the owner to let the Property and that you have the full permission of any joint or beneficial owners to let the Property.
- 3.3. You authorise us to make such checks as we believe to be necessary in order to satisfy ourselves that we may lawfully act as your agent. You agree to provide us with any further information or documentation which we reasonably require to verify your identity or authority to let the Property.

Evidence of Your compliance with regulations

- 3.4. You agree to either provide us with the following information and documents or you authorise us to obtain them on your behalf. You must:
 - 3.4.1. Provide us with a Gas Safety Record that has not expired, as required by the Gas Safety (Installation and Use) Regulations 1998, or authorise us to obtain one on your behalf at your expense.
 - 3.4.2. Provide us with a Portable Appliance Test (PAT) report, for all electrical equipment that you make available for your tenants, that is no less than 3 months old or authorise us to obtain such a report on your behalf at your expense.
 - 3.4.3. Provide us with a Domestic Electrical Installation Periodic Inspection Report for the Property or authorise us to obtain one on your behalf at your expense.
 - 3.4.4. Satisfy us that all the furniture and furnishings that you make available for your tenants complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended). In particular, we will require that:
 - 3.4.4.1. Compliant furniture is clearly identified in the Inventory;

- 3.4.4.2. Evidence that the furniture is labelled as being compliant is provided.
- 3.4.5. Provide us with an Energy Performance Certificate ("EPC"). The EPC must be made available to a prospective tenant at the earliest opportunity following an expression of interest in the Property. EPCs are produced by accredited Domestic Energy Assessors ("DEA") and it is the responsibility of the Landlord to commission the EPC before we can commence marketing. We can obtain an EPC for you at your expense.
- 3.4.6. Provide evidence of appropriate smoke and carbon monoxide detectors. Rented properties must have a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance. In addition, the Landlord is required to have the detector and alarms tested prior to the start of the Tenancy and to hold records of such tests. We can arrange fitting and testing of the alarms and detector prior to the start of the Tenancy at the Landlord's expense. Maintenance of the appliances is the Landlord's responsibility during the Tenancy.
- 3.4.7. Confirm that you have carried out a Legionnaires' disease risk assessment or instruct us to arrange this at your expense.
- 3.4.8. Confirm that the Property is fit to let under "Homes (Fitness for Human Habitation) Act 2018".
- 3.5. You must obtain or apply for any required property licence under Parts 2 and 3 of the Housing Act 2004;
 - 3.5.1. If we are of the opinion that the Property is or would be an HMO (were a proposed letting to proceed) or in an area with a more general licensing requirement, then you agree to obtain the necessary licence; and
 - 3.5.1.2. that we are entitled to refuse to let or manage the Property, or otherwise to act as your agent, unless and until you have obtained the necessary licence.
- 3.6. You must agree to comply with the Right to Rent rules under the Immigration Act 2014;
 - 3.6.1. The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms.
 - 3.6.2. We will check this information at the start of the Tenancy but if we do not manage the Premises it will be the responsibility of the Landlord to ensure that the work permit or visa are renewed. We accept no liability if the Landlord fails to do so.
- Failure to Comply with Regulations
- 3.7. You agree to ensure that you comply with all regulations applicable to the letting of the Property for so long as we are instructed as your agent, save to the extent that we have agreed in writing to ensure such compliance on your behalf.
- 3.8. If in our reasonable opinion you are in breach of any regulation relating to the letting of the Property then we may either terminate this agreement with you by sending you notice in writing of such termination, or we may take such steps as are necessary (including repairing or replacing equipment or engaging tradesmen, contractors or any other agents) to remedy the breach on your behalf.
- 3.9. If we remedy the breach on your behalf, then you agree to reimburse us in full for our costs of doing so.

4. CONSENTS YOU MUST OBTAIN

You confirm and agree that you own the Property or are authorised by the owner to let it to tenants. You might need to obtain consent from other persons or organisations. These persons or organisations may include any or all of the following:

Mortgagees

- 4.1. If the Property is subject to a mortgage, you confirm that you have or will obtain the permission of the mortgagee to let or sub-let the Property. We may refuse to let the Property until we are satisfied that the mortgagee has consented to the letting. The mortgagee will normally wish to see a copy of the tenancy agreement and may charge a fee for its approval.

Sub-Letting

- 4.2. If you are a tenant or a lessee you confirm that you have consent as necessary to sub-let your Property from the freeholder, their managing agent and any head lessee.
- 4.3. Where consent is required, you agree to obtain written consent from the relevant party and provide us with a copy promptly on request.

Insurances

- 4.4. You agree to ensure that the Property and the contents included in the inventory are adequately insured at all times. You agree to ensure that your insurance allows the Property to be let. You agree to inform your insurers whenever the Property is empty for periods longer than any maximum period specified in your insurance policy. We will not be responsible for renewal of your insurance cover. The Tenant may request sight of your insurance policy and you must therefore supply us with a copy of your insurance for this purpose.

5. OUR SERVICE LEVELS

We will perform the services for the Service Level you have selected which are set out in more detail below. The table 'Summary of Services' in Part A above is for guidance only.

6. LETTING SERVICE

The following services are included in the Letting Service:

- 6.1. Initial visit Our Letting Service will commence with an initial visit to view the Property, to agree a marketable rental value and to discuss any particular circumstances pertaining to you and the Property. Unless otherwise stated, rents quoted to a Tenant by us on your behalf are inclusive of ground rent and service charges, however charges for utilities, fuel and council tax will not be included in the rent as standard.
- 6.2. Viewings As and when we have parties interested in viewing your Property, we will always accompany the prospective tenants to your Property or in exceptional circumstances we may arrange for them to meet you at the Property (if practical). If the current occupiers refuse access we cannot enter the Property and after we inform you, we are not obliged to take any further steps.
- 6.3. Prior to letting You must ensure that the Property is fit to be let. All machines, gas appliances and white goods must be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. You must ensure that the Property has been cleaned and the garden, if applicable, should be in good seasonal condition, details of which should be shown on the inventory. We may refuse to let the Property if we are reasonably of the opinion that the Property is not fit to be let.
- 6.4. Holding Deposit When we receive an application to rent the Property for persons who we believe to be an acceptable Prospective Tenant with an acceptable 'move in' date (the "Proposed Tenant"), we will ask them to pay a Holding Deposit to us. We will retain the Holding Deposit during the negotiations with the Proposed Tenant in accordance with the Tenant Fees Act 2019, if that Act applies to the proposed Tenancy. You agree that we at our sole discretion may return the full Holding Deposit to the Proposed Tenant when we consider this to be appropriate. If a Tenancy is entered into with the Proposed Tenant, the Holding Deposit will either be credited to the Tenant's Rent account or returned to them. If the Proposed Tenant decides not to enter a Tenancy for the Property, is found to not have a Right to Rent or provides false or misleading information to us, we may be entitled to retain all or some of the Holding Deposit. You agree that if We do not return the Holding Deposit to the Proposed Tenant, we will keep this money.
- 6.5. References Unless otherwise instructed, we will take up references from the prospective Tenant and any guarantors. Any cost encountered for referencing a successful Prospective Tenant may be charged to the Landlord depending on our fee quoted in our Table of Fees. We may engage a specialist referencing company to take references or we may do this ourselves. Usually references are taken from employers and previous landlords. We may also obtain a character reference, bankers' reference or a credit report at our sole discretion. Under exceptional circumstances and where we reasonably consider the references to be satisfactory, you agree that we may sign a tenancy on your behalf as your agent. In some circumstances we may request a guarantor and pursue the relevant references. Although we shall endeavour to ascertain the suitability of the tenant we are obviously relying on information provided by a third party and we are not responsible in any way for the accuracy or completeness of the information provided or for the suitability of the Tenant. In all instances (where the proposed tenancy is either a licence or an Assured Shorthold Agreement), on day 15 after the Holding Deposit was accepted, we shall:
- Enter into an agreement with the Tenant on your behalf (subject to acceptable references)
 - Refund the Holding Deposit to the Tenant

- Extend the permitted time (with the agreement of the Prospective Tenant) we are able to continue holding the Holding Deposit
 - Retain the Holding Deposit (or part of) if the application was deemed unsuccessful or unacceptable
- 6.6. Inventories and Schedules of Condition We strongly recommend that an Inventory and Schedule of Condition is prepared in all cases to alleviate difficulties arising from damage claims. We may engage a professional independent inventory clerk to prepare the Inventory and Schedule of Condition. Without an Inventory and Schedule of Condition you will have significant difficulties if there is a dispute with the Tenant at the end of the Tenancy. You agree that you will pay us the cost of the Inventory and Schedule of Condition at the start of the Tenancy. We are not responsible for any errors or omissions of third-party inventory clerks. You agree to meet the cost of an inventory clerk checking the Property at the end of the Tenancy whether this work is done by us or an external third party. If you have instructed us specifically not to arrange for an Inventory and Schedule of Condition to be prepared, we will mark the tenancy agreement accordingly and ask you to confirm your instruction in writing.
- 6.7. Cleaning We strongly recommend that the Property is professionally cleaned prior to the commencement of any Tenancy. We can arrange this on your behalf and you will be responsible for the cost.
- 6.8. Tenancy Agreement Our standard form of Tenancy is an Assured Shorthold Tenancy under the Housing Act 1988. Where a company or common law tenancy has been proposed we can supply a suitable agreement. This agreement is available for your inspection before the tenancy commences. We will endeavour to provide you with a copy of the final agreement prior to the commencement of the tenancy so that you may ensure the terms agreed are reflected in the agreement. If you request additions or changes to our standard tenancy agreement, or if you provide your own tenancy agreement, then you agree that we are not responsible if there is any difficulty implementing or enforcing the agreement.
- 6.9. Broadband When marketing the Property we will assume in every case that a line to facilitate broadband is connected to the Property. If this is not the case you must notify us prior to the marketing of the Property.
- 6.10. Rent Arrears/Breaches of the Tenancy We are not responsible if the tenants fail to pay some or all of their Rent, or otherwise breach the terms of their tenancy. We are not responsible for 'chasing' the tenants for Rent arrears. You will be responsible for instructing solicitors to deal with any breach of the tenancy. In the event that you wish to gain possession of the Property, you will need to draw up and serve the relevant notice yourself or instruct a solicitor to serve the notice, or you may approach us to provide you with a quote or details (if not provided in our Table of Fees).
- 7. RENT COLLECTION SERVICE**
- Our Rent Collection Service includes all of the services of the Letting Service on the terms set out above along with following services:
- 7.1. **Collection of Rents**
- For the duration of the tenancy, or until our agency is terminated, we will use our reasonable endeavours to collect the Rent from the Tenant each month.
- 7.2. **Provision of Statements**
- We will provide you with a monthly statement if there has been any activity in the month in question.
- 8. MANAGEMENT SERVICE**
- Our Management Service includes all of the services of the Letting Service and Rent Collection Service and the following services:
- 8.1. **Utilities and Council Tax**
- We will make reasonable endeavours to register the Tenant with utility providers and the Council Tax billing authority and to ensure that any accounts are put in your name for periods between tenancies. At your option we may arrange to settle these accounts from money held on your behalf.
- 8.2. **Maintenance**
- You are required to keep the structure of the Property in good order and repair, and to ensure that the Property is fit for human habitation. We shall arrange day to day repairs up to a maximum of £250.00 including VAT for any one item. If repair or replacement is likely to cost in excess of this figure, (except in an emergency) we will endeavour to contact you or your representative and supply upto

two estimates wherever practical before commencing work. In the event that we do not receive instructions from you, you agree that we will have full authority to incur any costs which we reasonably deem to be necessary to comply with any legal obligation on you or us.

We reserve the right to levy a supervision charge for protracted refurbishment or building work.

In order to provide this service where rents are paid monthly or quarterly we require a minimum float of £250.00. Where the rent is paid half yearly we require a minimum float of £500.00. This is deducted from the initial payment of rent and maintained at the agreed level from subsequent net rents passing from the Tenants to the Landlord. Please note that we are not able to arrange for any works prior to letting unless we are holding sufficient funds to cover the costs.

8.3. Payment of Outgoings

We will, where instructed and where we are in receipt of sufficient funds, pay your ground rent, service charges and other such items on your behalf (only whilst you have an active Management Service and Tenant in occupation). It is your responsibility to instruct these companies to deal with us directly and you must confirm to us that you have done so in writing. We cannot act on your behalf in connection with any dispute arising from such payments and accept no responsibility in the event of any dispute.

8.4. Property Visits

During the normal course of our day to day management of your Property we will make reasonable endeavours to carry out six-monthly property visits. We may also carry out non-expert investigations of defects that come to our attention. If you require further property visits you should notify us in writing as and when you wish these to be carried out during the course of the tenancy and we will charge for such additional visits. The investigations carried out during our visits extend only to apparent and obvious defects and will not amount in any way to a structural survey of the Property. We cannot accept responsibility for hidden or latent defects. We will advise the Tenants if, in our opinion, they are not taking correct care of the Property.

8.5. Service of Notice

If you wish to serve a notice seeking possession under section 21 of the Housing Act 1988 in order to recover possession of the Property at the end of the term, you must provide us with written instructions to do so at least two weeks prior to the day the notice must be given. You agree not to hold us responsible for any delay in regaining possession of the Property if you fail to give written instructions within the specified time period.

Where the tenancy is not an Assured Shorthold Agreement or a Licence we will also require written confirmation from you of your wishes for us to serve the appropriate notice.

8.6. Inventory and Schedule of Condition

We require that a professional Inventory and Schedule of Condition be made for all managed lettings in order to prove the condition and contents of the Property at the beginning of the tenancy.

We will instruct an Inventory Clerk to compile an inventory and Schedule of Condition on your behalf, and you agree that you will pay the cost of preparing the Inventory and Schedule of Condition. With your agreement we will also arrange for a check in at the Property with the Clerk present. Again any costs associated with this instruction you agree to pay.

A check out will be carried out at the end of the tenancy at your expense unless the below is applicable.

Where the Tenant is contractually responsible for the cost of the Inventory and Schedule of Condition at the end of the tenancy, we will seek to deduct this cost from the Tenant's deposit. If we are unable to recover the cost of the Inventory and Schedule of Condition at the end of the Tenancy, you agree to meet these costs. We will provide you with a list of costs for the Inventory & Schedule of Condition, the check in appointment and the check-out appointment.

8.7. Rent Arrears/Breaches of Covenant

We are not responsible if the Tenant fails to pay some or all of their Rent, or otherwise breach the terms of their tenancy.

We may write to the Tenant about unpaid Rent and we will advise you in advance if there will be any cost to you. We will seek to charge them our fees for this where it is permissible.

We may, subject to your consent, instruct solicitors to take legal proceedings in any court for purposes necessary to preserve your rights and to recover arrears and to defend all actions or other legal proceedings and arbitration that may be brought against you in connection with the Property, our having full authority to

compromise any such matter on such terms as we see fit. Any costs incurred shall be debited to your account. Your account will be credited with all sums recovered.

9. HOW WE DEAL WITH THE DEPOSIT

As part of all our service levels to you, we will make reasonable endeavours to collect a security deposit from the Tenant. Where we collect a deposit we will deal with it in the manner set out below.

9.1. Any deposit that is paid by a Tenant in connection with an Assured Shorthold Tenancy must legally be protected by an approved tenancy deposit scheme within 30 days of receipt.

9.2. We are registered as a member with the Deposit Protection Service, which is administered by: Computershare Investor Services plc, The Deposit Protection Service, The Pavillions, Bridgwater Road, Bristol BS99 6AA, Tel: 0330 303 0030, Email: via the enquiry form at www.depositprotection.com.

9.3. We will protect any deposit taken in respect of an Assured Shorthold Tenancy in the custodial scheme offered by the Deposit Protection Service. We will serve the prescribed information and comply with the initial requirements of the scheme on your behalf.

Collecting and Holding the Deposit

9.4. We will protect the deposit on your behalf within 30 days of it being received by us. We will provide our contact details to the Deposit Protection Service as your agent for the purposes of dealing with the deposit.

9.5. As the deposit is registered with the Deposit Protection Service, then at the conclusion of the tenancy, we will deal with the Deposit Protection Service as your agent.

If, prior to the end of the tenancy, you wish to dispense with our management service, then you may only do so once you have registered as a Landlord with the Deposit Protection Service and have provided us with all information and have signed all documents that we may reasonably require you to provide or sign in order to update the details held by the Deposit Protection Service. At the end of the tenancy covered by the Deposit Protection Service – Management Service

9.6. If you instruct us under the Management Service the following procedures will apply at the end of the Tenancy:

9.6.1. On the last day of the term of the Tenancy, if possible, but no later than 4 business days from the end of the Tenancy, we will arrange for the Property to be inspected. We will arrange for a schedule of all defects damages or discrepancies at the Property together with a cost for each item claimed to be prepared, and we will provide you with that schedule together with our proposal for how much (if any) of the deposit should be paid to you and how much (if any) of the deposit should be repaid to the Tenant.

9.6.2. You must consider our schedule and proposal and provide us with instructions within 3 business days of your receipt of our report. If you do not respond within such time, then we will proceed on the basis that you agree with our proposal.

9.6.3. Upon receipt of your instructions, or following your deemed agreement with our proposal, we will send written notice to the Tenant making proposals on your behalf for how the deposit should be apportioned between you and the Tenant. You agree that, unless you have terminated our instruction, we have your authority to negotiate with the Tenant on your behalf. We will use our reasonable endeavours to keep you informed of the progress of our negotiations with the tenant.

9.6.4. If we are able to reach an agreement, then we and the Tenant will continue with the 'wholly agreed' process online and the Deposit Protection Service will arrange for the deposit to be paid out in the agreed proportions.

9.6.5. If neither you nor we have a current address for the Tenant or the Tenant fails to respond to our written notice requiring that you be paid some or all of the Deposit within the period of 14 days beginning on the day when on which the Tenant received the notice, then We will follow the Statutory Declaration Process on your behalf. You will be liable for Our costs and expenses in getting the necessary statutory declarations signed by a solicitor or other competent persons.

9.6.6. If we receive a Statutory Declaration Notice from the Deposit Protection Service informing us this has been initiated by the Tenant, then we will use our best endeavours to respond on your behalf in accordance with your instructions (or deemed instructions). You agree that, unless you have terminated our instruction, we have your authority to respond to the Notice on your behalf. The Statutory Declaration Process runs to a strict timetable, and you agree that you will provide us as soon as possible with all

information and documents that we may reasonably require from you. If you fail to comply in time with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence of this Process.

- 9.6.7.** The Deposit Protection Service offers a Dispute Resolution Process to resolve disputes concerning deposits that have been submitted to it. If you do not want to refer the dispute to the Deposit Protection Service for Alternative Dispute Resolution, then the statutory rights of you and your Tenant to take legal action through the Courts remain unaffected. If you and the Tenant agree to refer the dispute to the adjudicator for resolution, then you will be bound by the adjudicator's decision.
- 9.6.8.** If we are unable to reach full agreement with the Tenant, then you must inform us by no later than 5 business days from the point where we notify you of this, as to whether you want us to refer the dispute for Dispute Resolution by an adjudicator. If you have not instructed us within that time to refer the dispute to the adjudicator, then we will not do so, and we cannot be held liable for any losses that you may suffer or expenses that you may incur by reason of the fact that the dispute was not resolved by the adjudicator.
- 9.6.9.** If you instruct us, within the above period, to refer the dispute to the adjudicator, then we will use our reasonable endeavours to refer it to the Dispute Resolution Service and to represent your interests before the adjudicator. You must provide us with all information and documents that we may reasonably require from you. If you fail to comply with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence of the adjudication.
- 9.6.10.** For the purposes of clause 9.6 of these terms and conditions, 'Business Day' means a day (other than a Saturday or Sunday or public holiday) on which the banks in the UK are open for general non-automated business.
- 9.6.11.** You agree to provide us with funds in order to remedy any damages or dilapidations at the Property as preparation for any new let, whilst any negotiations between you and your outgoing Tenant are ongoing at the end of the tenancy. Where money is awarded to you either as part of the Tenant's agreement or via any adjudication, we will reimburse this to you on receipt of the funds from the scheme. At the end of the Tenancy covered by the Deposit Protection Service – Letting Service or Rent Collection Service
- 9.7.** If we are instructed on the Letting Service or Rent Collect Service, at the conclusion of the Tenancy the following procedures will apply:
- 9.7.1.** You will be responsible for inspecting the Property and dealing with the Tenant regarding any deductions you wish to make from the deposit. As we have registered the deposit with the Deposit Protection Service on your behalf, you must instruct us, in writing, of any agreements which you make with your Tenant regarding the return of the deposit and we will update the Deposit Protection Service accordingly.
- 9.7.2.** Where you are unable to reach agreement with the Tenant and the deposit is placed in dispute, you must provide us with all evidence which you wish to submit within the timescale dictated by the scheme. We will not be liable for any expense, loss or damage that you may incur or suffer arising out of your dealings (or lack thereof) with the Tenant, or failing to adhere to the timescales dictated by the Deposit Protection Service concerning the deposit.
- 9.7.3.** Where the deposit falls into the Statutory Declaration Process, if you fail to comply in time with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence.
- 9.7.4.** The Deposit Protection Service offers a Dispute Resolution Process to resolve disputes concerning deposits that have been submitted to it. If you do not want to refer the dispute to the Deposit Protection Service for Alternative Dispute Resolution, then the statutory rights of you and your Tenant to take legal action through the Courts remain unaffected. If you and the Tenant agree to refer the dispute to the adjudicator for resolution, then you will be bound by the adjudicator's decision.
- 9.7.5.** Please note that you might receive notices or correspondence relating to the Deposit at the Property. You agree that we will not be liable for any loss or expense that you may suffer by reason of any delay caused by any failure or other default (including negligence) on our part in forwarding of such notice, correspondence or other written communication to you, or by any delay or failure on the part of the postal service.

Company Lets and Common-law Tenancies

- 9.8.** If the Tenancy is not an assured shorthold tenancy there is no statutory obligation to protect the Deposit. In such circumstances, you agree that we will retain the security deposit that we collected from the tenants in our client account. Any interest earned on that Deposit will be retained by us. At the end of the Tenancy, you must try to agree with the tenant the amount you will deduct from the deposit for any unpaid rent, bills and for any damage to the Property. If you have instructed us to provide a Management Service we will liaise with the Tenant about deductions to the deposit on your behalf. If you cannot reach agreement within 30 days, we recommend that both parties seek legal advice. We will not become involved in any dispute, but will retain the security deposit until the dispute has been resolved (whether by agreement, arbitration, mediation or Court proceedings).
- Agreements about our Services and our appointment as your agent**
- 10.** You authorise us to spend up to the sum of £250 in respect of any one invoice, demand, or bill without reference to you. This may mean us spending more than this sum if we receive several invoices relating to one matter or more than one matter provided that each invoice is below the authorised figure.
- 11.** You further authorise us to spend an unlimited amount of money to comply with any notice served by a local housing authority or any other governmental body requiring works at the Property or to rectify any problem that we reasonably believe creates a risk of death or injury to the Tenant.
- 12.** You agree that we may instruct third party experts to assist with the management of the Property. Any third party is instructed by us on your behalf as your agent and the contract is formed between you and that third party. You will be entirely liable for the fees of any third party we instruct for you.
- 13.** You agree that we may earn other commissions and interest in relation to carrying out our services, all of which we shall be entitled to retain and you shall have no rights in respect of them.
- 14.** You agree that we may erect one 'To Let' board at the Property, providing that it complies with Local Authority regulations. If there are specific restrictions at the Property which are not Local Authority regulations you must make us aware of this in writing.
- 15.** It is not part of our normal function to forward our client's mail. Therefore we accept no responsibility for your mail and it is recommended that you arrange for it to be re-directed via the Post Office.
- 16.** If your Property is leasehold, there may be terms in your head/ superior lease that may need to be passed to your Tenant, for them to comply with, on your behalf. These terms can be added to the tenancy agreement to ensure you are protected. You may extract these relevant terms for us, however, we strongly recommend you use a qualified person to do this, as such leases are often written in 'legal language' and some terms can relate to or impact on others and any overall interpretation may need to be carefully considered. Alternatively, you may provide us with a complete copy of any relevant head/ superior lease and we will attach this to the tenancy agreement in order for the tenant to be aware of other obligations they may need to comply with (in addition to those contained in the tenancy agreement).
- 17.** None of our services include security or supervision of your Property when it is not let, although in the course of finding you a Tenant, periodic visits may be made by our lettings staff. Further visits can be made, at your expense, upon receipt of your written instructions. We will charge you the fee for the visit and any additional work will be charged at our hourly rate plus expenses (see below).
- Our Fees and Charges**
- 18.** You agree to pay the charges set out above in the Table of Fees above in Part B.
- 19.** Whether or not the Tenant pays their rent or otherwise complies with their obligations under their tenancy, you agree to pay our fees for the relevant Service Level as set out in Part B above.
- 20.** We will deduct from such rent all our allowable fees and expenses, and any expenditure that we may have incurred on your behalf and any other sums that you may owe to us whether or not that rent was collected from Tenants of the same Property in respect of which we incurred fees, expenses, expenditure or in respect of which monies were owed. We will account to you for the balance within 10 working days of our receipt of cleared funds.
- 21.** Where we collect rent on your behalf, whether the rent is collected in respect of this Property for which we obtain a Gas Safety Record or in respect of any other, then we may, at our discretion, deduct

such costs from the rent which we collect.

Commission

22. Our fee structure is set out in Part B. Where we charge commission fees in respect of the Service Level chosen by you, you agree to pay the relevant rate set out in Part B.
 23. All of our commissions become due when a Tenant enters into an Occupation Agreement for your Property either during our period of sole agency or as a result of any marketing or promotion of your Property by us, whether or not we are the effective cause of that deal. Please note that this may involve you paying a fee to two agents.
 24. If we are instructed under the Letting Service, the commission is always due and payable to us in its entirety in advance for the term of the Occupation Agreement or for 12 months (whichever is the greater) and we may deduct it from the Rent paid by the Tenant.
 25. Our Letting Service commission fee remains payable for any renewal, extension, continuation, or variation of the original Occupation Agreement with the Tenant and, in situations where the Tenant comprises a group of individuals, for so long as one of those individuals remains in the Property.
 26. Under the Letting Service, after the initial fixed term of the Occupation Agreement has expired, if the tenancy continues as a periodic tenancy only with no renewal for a further fixed term being entered into then the reduced rate of commission we will charge is the amount specified in the section marked 'Commission for Letting Service after the initial term of the tenancy has expired' in the table for Fees in Part B. If we carry out a renewal for a further fixed term then the full Letting Service commission remains payable.
 27. If you have instructed us to provide the Letting Service only (that is, you have not instructed us to provide the Rent Collection or Full Management Service) our commission will cease to be payable three years after the commencement of the Occupation Agreement which we negotiated (unless the Occupation Agreement is extended or renewed as a result of work done by us).
 28. When you instruct us on the Rent Collection or Management Service you agree to pay both the Letting Service commission and the applicable commission for the Rent Collection or Management Service. The total amount of commission payable under each service is set out in the table in Part B. Any reduced rate of 'Commission for Letting Service after the initial term of the tenancy has expired' does not apply if you have instructed us under on the Rent Collection or Management Service.
 29. Our commission under the Rent Collection or Management Service will be due to us in its entirety in advance for the term of the Occupation Agreement or for 12 months (whichever is the greater). The part of our commission identified as the Letting Service commission shall be payable in its entirety in advance for the term of the Occupation Agreement or for 12 months (whichever is the greater) and we may deduct it from the first instalment of Rent paid by the Tenant. The part of the commission which is identified as the Rent Collection Service Commission or Management Service Commission is payable each time an instalment of Rent becomes payable by the Tenant under the Occupation Agreement at the relevant rate. However, we may, at our sole discretion agree to accept the Letting Service part of our commission in instalments each time an instalment of Rent becomes payable by the Tenant under the Occupation Agreement.
 30. If you have selected the Management Service the commission is subject to the Minimum Annual Management Fee set out in Part B.
 31. Under any service, where our commission and any other fees are payable in advance and exceed the first month's Rent we will issue you with an invoice for the further sum due which you must pay to us by bank transfer within 14 days of invoice date. Alternatively at our sole discretion we may accept payment from you by collecting further months' rent until all fees have been paid.
Refunds
 32. If the Tenant vacates the Property and you instruct us to find a new Tenant, our fees will be refunded only on a pro-rata basis from the date on which the Tenant vacates the Property, but only where you or the Tenant have exercised a legitimate break clause in the Occupation Agreement or where you or the Tenant have given notice in respect of a periodic tenancy. We will not refund fees if you agree a surrender of the Tenancy with the Tenant or in the event of court action to evict the Tenant.
- One-off Fee for Letting Service**
33. Some Winkworth Franchise offices charge a one-off fee for the Lettings Service ("the Letting Service Fee") instead of a percentage

commission. This will be shown in Part B if this is being offered to you. This fee becomes due and payable when a Tenant enters into an Occupation Agreement for the Property either during our period of sole agency or as a result of any marketing or promotion of your Property by us, whether or not we are the effective cause of that deal. Please note that this may involve you paying a fee to two agents.

34. The Letting Service Fee (if applicable to you) is based on the monthly Rent agreed with the Tenant plus VAT.
35. You will also be charged the Tenancy Arrangement and Preparation Fee if you instruct us to prepare a new fixed term Occupation Agreement for the same Tenant.
36. If you instruct us to market the Property to new tenants, a further Letting Fee will be payable when the new Tenant enters an Occupation Agreement.

Additional Charges

37. We do not arrange maintenance or repairs if you use our Letting Service or our Rent Collection Service. We can arrange works, at our discretion or other agreed services for you, with our time in doing so charged at our hourly rate as set out in Part B (Additional Work).
 38. We are entitled to charge to you an hourly rate for all aspects carried out on your behalf which are not detailed as part of your chosen service level, unless any other fee is agreed. We will carry out these additional aspects with reasonable care and skill but we require adequate notice from you in order to do so. You will be responsible for telling us of any consequential deadlines in order for us to carry out these additional aspects. On your instruction we will advise you of an estimate of the length of time it will take to carry out your instructions.
 39. We may incur costs or fees because of the Tenant's actions (such as a Tenant's cheque being dishonoured) and we will make reasonable endeavours to charge this to the Tenant if we are appointed on a Management Service basis. Where the Tenant's Occupation Agreement is an Assured Shorthold Tenancy or licence to occupy housing and is affected by the Tenant Fees Act 2019 we will be unable to recharge this cost to the Tenant during the tenancy. We will seek the fee from you where possible seek to recover the cost from the Tenant's Deposit. Where we are able to claim any sum from the Tenant which you have paid to us, we will refund this to you. If the Tenancy is anything other than an Assured Shorthold Agreement or a licence to occupy housing and the Tenant fails to pay any charge within 30 days after demand we may pass this cost on to you. At the end of the Tenancy you can seek to recover this charge from the deposit.
- Termination of this Agreement**
40. You may withdraw your instructions to us to either provide the Rent Collection Service or the Management Service by giving three months' written notice or one month in the event of a significant breach of this agreement by us. In the event that you withdraw your instructions by giving us three months' written notice but the Tenant (or any individual comprising the Tenant who we introduced to the Property) remains in occupation of the Property you agree:
 - 40.1. Topay the full commission (both the Letting Service commission and the applicable commission for the Rent Collection or Management Service) until the expiry of your three months' written notice. You are will not be entitled to a refund of any commission which has become due and payable before the three months' written notice takes effect;
 - 40.2. After the expiry of your three months' written notice, to continue to pay the Letting Service commission part (but without the applicable commission for the Rent Collection or Management Service). The Letting Service commission will be charged at the applicable rate set out in the table in Part B (without the Rent Collection or Management Service component) and will be payable in advance for the next 12 months from the day the termination of the Management Service or Rent Collection Service takes effect. You agreed to pay this Letting Service Commission for so long as the Tenant (or where the Tenant comprises a group of individuals at least one of those individuals) remains in the Property up to a maximum of three years from the date of the termination of the Management Service or Rent Collection Service.
 41. We may terminate this appointment immediately in the event of any breach by you of any of the terms contained in these terms and conditions or in the event of any act or omission on your part which makes it impracticable for us to continue to provide our services. In all other circumstances we will give you not less than two months' written notice before terminating this agreement.

Sale of the Property

42. If the Property is sold while the Tenant remains in occupation you will be deemed to have given notice to terminate our services on the day we are informed of exchange of contracts and if we are providing a Rent Collection Service or Management Service three months commission will become payable immediately. If the buyer of the Property instructs us to manage the Property we will refund you pro-rata for charges for the notice period which fall after completion of the sale.
43. In lieu of commission due to us in respect of the Tenant or any individual comprising the Tenant remaining in the Property when the Property is sold, we will accept a fixed payment equivalent to the fee for our Letting Service for one year (or the fixed fee where applicable). If the buyer of the Property instructs us to manage the Property we will waive that fee.

Interest and Late Payment

44. You agree that any interest which we receive on money which we hold on your behalf will be kept by us and will not be paid over to you.
45. If you owe us any monies under this agreement we may take that sum from any money we hold on your behalf including from monies collected in respect of other properties for which we are instructed to act as your agent.
46. In the event of any sum due to us not being paid within 30 days of its due date, simple interest shall accrue on a day to day basis on the sum due at the prevailing Law Society Interest Rate (see www.lawsociety.org.uk/support-services/advice/articles/law-society-interest-rate/), from the date the payment was due until the date of actual payment (whether before or after judgment).
- Exclusions and Limitations
47. We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party. You undertake to keep us fully indemnified at all times against any claim, prosecution, loss, liability, damages, demand, cost or expense which may arise out of or in relation to our appointment as your agent.

Indemnities

48. You must indemnify us and keep us indemnified from and against

any and all losses, damage, liability or costs (including legal costs) which we may suffer or incur as a consequence of any failure by you to comply with your legal responsibilities as landlord or your contractual obligations under these terms and conditions.

Notice of the Right to Cancel

49. You may have a statutory right to cancel this agreement within 14 days of receipt of it, but only if this Agreement was made:
- 49.1. During a visit by us to your home or place of work, or to the home of another individual;
- 49.2. During an excursion organised by us away from our business premises; or
- 49.3. After an offer made by you during such a visit or excursion.
50. To exercise the right to cancel, you must inform us Tooting Estates Limited t/a Winkworth, address, email, phone number, fax of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form below, but it is not obligatory.
51. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

52. If you cancel this agreement, we will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
53. However, if you requested that we begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this agreement, in comparison with the full coverage of the agreement. If we commence the provision of services during the 14 day cancellation period and a Tenancy Agreement is concluded with a Tenant introduced by us, whether or not the Tenancy Agreement was finalised by us, your rights to cancel may be lost and the full Commission Fee and applicable Charges will be payable.

To: Winkworth Tooting

I hereby give notice that I wish to cancel my contract for the supply of the following service:

Name (please print):

Address:

Signed:

Date:

Complaints Procedure

54. We hope you will be happy with the services Winkworth provides, however in the event that you have an issue or dispute, you may ask us for a copy of the Winkworth Dispute Resolution Procedure or you may download one at www.winkworth.co.uk/about-winkworth/client-relations.
55. If you remain dissatisfied, having exhausted the first stages of the Resolution Process, we are registered with the Property Redress Scheme ("PRS") and you can find their contact details at www.theprs.co.uk. If you or any other party registers a complaint against Winkworth with PRS, then PRS may request Winkworth to pass over the original file and all correspondence and records relating to the Property.

Data Protection

56. We take looking after your data and private information seriously and we comply with all data protection legislation in the United Kingdom. In order to process your application to rent the Property and manage the Property (if applicable) we need to hold and

process information about you.

57. Full details of how we process your information can be found in our Privacy Policy which is available on our website at www.winkworth.co.uk/privacy-policy. You may change the consent you have given us to manage your data by contacting us at dpo@winkworth.co.uk.

Taxation

58. Where a Landlord goes abroad for a period of six months or more we (if we collect the Rent) or the Tenant (if they pay the Rent directly to the landlord) are required to deduct tax directly from the Rent and forward it to the Inland Revenue, unless you have sought Inland Revenue Approval.
59. This can be done by completing an NRL1 form. These forms can be completed online. If the Property is jointly owned, each Landlord must complete separate forms.
60. In the event that no such approval is provided to Winkworth and we are instructed to collect Rent or manage the Property, tax will be deducted at the prevailing rate and forwarded quarterly to the Inland Revenue, in such cases we would make a charge for

submitting each quarterly payment. (Please refer to Part B of this agreement)

Information that can be supplied to the Inland Revenue

61. The Inland Revenue may request information regarding tenancy details including rents, Landlords, Tenants, etc. We are obliged by law to provide this information and will do so without further notification to you.

Notices relating to our contract with you

62. From time to time, we may have to send notices or communications to you or provide you with documents. We will post such notices, communications or documents to you by ordinary first-class post to the address that you have specified to us in writing for that purpose. You agree and confirm that such posting will be sufficient to send or provide any notices, communications or documents to you, and that you will be deemed to have received them on the second day after they were posted by us to you. You also agree that you will not subsequently suggest that we ought to have sent or provided the notices, communications or documents to you by an alternative or additional method.

About this Agreement

63. This agreement consists of the table of fees and any additional negotiated terms in Part B, the standard terms in Part C and the Particulars in Part D.
64. These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales, and you and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
65. The terms and conditions set out in this agreement apply to the exclusion of all other terms and conditions and any attempt by you to introduce new terms or conditions or to vary these terms and conditions shall be wholly ineffective and deemed automatically rejected unless expressly agreed otherwise in writing by a duly authorised representative of Winkworth.
66. The following definitions apply to this agreement
- 66.1. "Tenant" means any individual, group of individuals, company, or other organisation who enters into any form of occupation agreement for the Property and includes any successors in title.
- 66.2. "You" means the Landlord identified as the client who enters this agreement with Winkworth, and your and yours should be construed accordingly.
- 66.3. "We" means the company trading as Winkworth identified above at clause 1 and our and ours should be construed accordingly.
- 66.4. "Service Level" means the level of service described in detail as clauses 6 to 8 which has been selected by you.

- 66.5. "Occupation Agreement" means any legally binding agreement between you and a Tenant for the Tenant to occupy the Property or any part of it, whether as a licence or as a tenancy.
- 66.6. "Rent" means the periodical payment due from the Tenant under the Occupation Agreement.
- 66.7. "Holding Deposit" means a payment which we require a Proposed Tenant to pay to us prior to entering into an Occupation Agreement while we perform checks to assess their suitability.
- In this agreement:**
67. The masculine includes the feminine and the singular includes the plural and vice versa.
- 67.1. All fees quoted in these terms of business include VAT at the prevailing rate. If the VAT rate is changed then the quoted fees will be adjusted accordingly.
- 67.2. We reserve the right to alter the terms of the contract between the Landlord and ourselves upon giving three months' written notice, after which the new terms will come into force.
- Assignment and Novation**
69. All of the 'Winkworth offices' are independently owned and operated by franchisees ("Franchisee(s)") under licence from Winkworth Franchising Limited ("WFL") as the franchisor. In clauses 58 to 61 "WFL Parties" means all of WFL, any subsidiaries or holding company of WFL and any of its subsidiaries, and any of the franchisees of WFL (whether separately or altogether).
70. Winkworth (the party you have contracted with under this Agreement) as a franchise of the WFL "Winkworth" network, may at any time assign, mortgage, novate, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement to WFL or such WFL Parties or other third party as WFL may reasonably direct, provided that it gives notice of such dealing to the Landlord. For the avoidance of doubt, this right shall also extend to any deposits held by or managed by Winkworth for and on behalf of the Landlord and/or Tenant and such monies or control shall be assigned to the relevant assignee.
71. The Landlord confirms and acknowledges that where Winkworth wish to novate this Agreement and all rights and obligations under the contract created by these terms and conditions in accordance with clause 59 the Landlord shall enter into such novation agreement as is reasonably required by WFL at that time in favour of WFL or such WFL Parties or other third party as WFL may reasonably direct.
72. The Landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

Part D – SUMMARY OF YOUR INSTRUCTIONS TO US

You have selected the full management service.

The basic fee we charge for this service level is 14.4% inc. VAT.

Proposed Rental Marketing Value as at:

We have calculated the estimated commission that you would pay, based on our proposed monthly rental marketing figure, and the service level that you have chosen.

Your estimated commission (for the first term of this agreement) calculates at:

£ 3500 x 12 X 14.4% = £ 6048 * (inclusive of VAT)

- 1. You are strongly advised to read these Terms and Conditions carefully and to make sure that you understand them. If there are any points that you do not understand please discuss them with a member of staff before signing this agreement below.
- 2. You confirm and agree that all the information that you have provided to us is correct to the best of your knowledge and belief. In the event that you provide us with incorrect information, then you agree to pay and compensate us fully for all costs expenses losses or damage incurred or suffered by us and to indemnify us from and against all actions claims and liabilities.

Your authorisation for us to commence work during the Cancellation Period

- 3. Since you have a right to cancel the agreement with us within 14 days of it being made we will not be able to start work during the period during which you have a right to cancel unless you specifically ask us to do so.
- 4. If you ask us to commence work during the cancellation period then you still have a right to cancel the agreement with us but we will be entitled to charge you the reasonable costs of the work we have done up until the date you communicate your cancellation to us. If you wish us to do any work for you within 14 days after instructing us then you must sign a copy of these pages and return them to us.

I/we ask that you commence work on my/our matter immediately during the period in which I/we have a statutory right to cancel the agreement with you. I/we understand that I/we can be charged for this work even if I/we exercise my/our statutory right to cancel.

Signed:

Signed by:

Mr Jonathan Robert Gratwick

4081F4E3A807435

Name:

Mr Jonathan Robert Gratwick

Date:

31-Jul-2025

5. Confirmation of Instructions


- 5.1. You hereby certify that you are the legal owner(s) of the Property above.
- 5.2. You have obtained the necessary permission from other persons or organisations including any mortgagee, freeholder or managing agents and insurers.
- 5.3. You have instructed the insurance company of your intentions to let the Property and have amended the cover according to their terms.
- 5.4. You instruct Winkworth to act on your behalf as your sole agent for the purpose of obtaining a Tenant for the Property, and any further services provided under the service level chosen by you.
- 5.5. You confirm that you do not know of any building/ remedial work to be carried out on the building or adjacent buildings. You agree to notify us promptly in writing if you become aware of any such works either before instruction or at any time during our period of instruction.
- 5.6. You instruct Winkworth to undertake the following on your behalf and at your expense in order to prepare the Property for marketing and occupation and to ensure you have fulfilled your legal obligations:

	Tick as required
Energy Performance Certificate	
Gas Safety Record	
Portable Appliance Testing	
Domestic Electrical Installation Periodic Inspection Report	
Legionnaire's Risk Assessment	
Smoke and Carbon Monoxide Detectors Installation	
Checking of the Smoke and Carbon Monoxide Detectors prior to the start of each tenancy	
Inventory and Schedule of Condition	
Check in at the Property with the Tenant	
Cleaning of your Property at the commencement of each tenancy	

Please note that at our option, we may request funds to be placed on your account in order for us to carry out these works.

If you cannot provide us with original copies of all the documents listed above we may have to obtain copies at your expense in order to comply with the law.

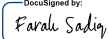
Landlord's Signature:

Signature:	 <small>Signed by: Mr Jonathan Robert Gratwick 4061F4E8A607435</small>	Print:	Mr Jonathan Robert Gratwick	Date:	31-Jul-2025
Signature:		Print:		Date:	

Landlord's Details:

Address:	44A Emma Street, Carrum, Australia	Postcode:	VIC 3197
Telephone:	+61 0416411307	Mobile:	+61 0416411307
Email:	jgratwick@gmail.com		

Agent's Signature:

Signature:	 <small>DocuSigned by: Farah Sadiq 63DCAF5F8AE94AF</small>	Print:	Farah Sadiq	Date:	30-Jul-2025
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Landlord Initials: 

Part E – LANDLORD AND PROPERTY INFORMATION REQUIRED FOR ALL SERVICE LEVELS

Landlord Address: (within or outside the UK)

44A Emma Street, Carrum, VIC 3197, Australia

Landlord UK contact address if the above address is not in the UK:

NRL approval number if approval obtained:

Landlord Bank Details

Nationwide Building Society

Account NameJonathan Gratwick

Sort Code070116

Account Number39580120

Bank Name & AddressNationwide Building Society, Lower Parade , Sutton Coldfield

Mortgage Lender Details

Name and Address

**Local Authority Details
and Mandatory Licensing Information**

Licensing Requirements? Mandatory HMO / Additional HMO / Selective

Head Lease / Freeholder

Is there a Head Lease in place at the Property?
Are there any 'Tenant' restrictions or special clauses?

Block Management Company details, Management Company details or Freeholder details

We will retain this information for emergency purposes only. Where our attention is brought to any issues which fall under their remit, we will inform you so that you may liaise with them accordingly, unless we have agreed to do this on your behalf and you have provided your written permission to both us and them.

Parking

Garage: Yes ☐ No ☐ Parking space: Yes ☐ No ☐

Number of space or location:

Is a key or fob required to access the parking? Yes ☐ No ☐

Is a parking permit required? Yes ☐ No ☐

Are any driveways shared with other properties? Yes ☐ No ☐

If yes, please provide details and restrictions

Keys and Alarms

Do you have an alarm at the Property? Yes ☐ No ☐

If yes, please provide the code, service contractor and any other instructions below
Does your Property require keys which cannot be obtained from an ordinary key cutting service provider?

Please note that if the alarm remains active during the tenancy, you will need to provide an instruction manual for your Tenants and provide them with emergency details in the event of failure of the equipment.

Yes ☐ No ☐

If yes, from where can copy keys be obtained?

Special Terms that are required to be noted in the tenancy agreement:

Is there a broadband connection at the Property? Yes / No
Give Details:

PROPERTY MANAGEMENT INFORMATION

Property Address:

So that we can assist you, your Tenants and any contractors we instruct on your behalf, under our Management Service, we require the information listed below to hold on our records. If you do not have the information, please let us know and we will endeavour to complete this on your behalf.

ELECTRICITY

Where is the meter located?

What is the serial number of the meter?

Who is the current supplier?

Is the meter a: standard meter / coin operated meter / card meter?

Where is the fuse box for the Property?

Are there any Green Deal Arrangements at the Property?

GAS

Is there gas at the Property?

Where is the meter located?

What is the serial number of the meter?

Who is the current supplier?

Is the meter a: standard meter / coin operated meter / card meter?

WATER

Where is the meter located?

What is the meter serial number?

Who is / are the service providers?

Is the Property on a meter? Yes / No

ADDITIONAL INFORMATION

Where is the fuse box located?

Where are the telephone / broadband points within the Property?

Is the telephone line connected?

Where are the TV aerial points located?

Where is the stop cock for the Property located?

Do you have a gardener who will be providing services during the tenancy?

Are the windows cleaned on a regular basis as part of an annual service charge?

Where there is a pool or hot tub, is this maintained by a company at your expense?

Are there any porters or caretakers at the Property?

Are there any additional key holders for the Property?

SERVICE AGREEMENTS

If you have a service plan with a provider we need to know this information. You will also need to contact your service plan provider to notify them that we are acting for you as your agent on a Management Service basis. They may not deal with us directly and they may not be able to collect keys from our office if they need to visit your Property. In these circumstances, if we need to attend your Property when they carry out their service plan, we will make a charge in accordance with our Table of Fees in our main Terms of Business

Name of the service provider:

Service Level they provide and to include:

Policy number so that we may liaise with them with your permission:

Please note you must inform us if you cancel your policy with them or amend it at any time.

BOUNDARIES AT THE PROPERTY

Are you responsible for the maintenance of any boundaries? Yes ☐ No ☐

If yes, please provide details:

This specifically relates to walls and fences which may need repair or maintenance during the term of our agreement.

GUARANTEES

Do you have any guarantees in place for the building (NHBC etc.)? Yes ☐ No ☐

If yes, please provide full details and expiry date. We will make contact with the guarantor for any applicable repairs during their period of guarantee on your behalf.

If any of your electrical appliances have a guarantee in place please list these below including the contact details and expiry date.

Please note that in the event of repairs being necessary, we will contact these guarantee providers on your behalf but you must give them written permission to speak with us before the start of any tenancy agreement.

ANY OTHER RELEVANT INFORMATION RELATING TO THE LANDLORD OR THE PROPERTY

WINKWORTH
CONSENT



I, the Landlord, hereby give my clear and unambiguous consent for [insert service company], a Winkworth office independently owned and operated under licence from Winkworth Franchising Limited (together, “Winkworth”), to (please tick the boxes if you give your consent):

- ☐ a) Store and process, in accordance with the Privacy Policy, any personal data I provide to Winkworth in connection with this Agreement for the purposes of sending me Winkworth marketing material (for example, details of properties which may be of interest to me).
- ☐ b) Transfer, in accordance with the Privacy Policy, any personal data I provide to Winkworth in connection with this Agreement to carefully selected third parties who Winkworth consider may be of interest to me (for example, mortgage providers, providers of legal services etc.)

Managing your consent

I understand I can contact Winkworth at any time to update my consent preferences by emailing or calling the Winkworth office I have either let or rented my property through.
