

[Landlord name]
[Landlord address line 1]
[Landlord address line 2]
[Postcode]

[Date]

Landlord Instruction – [Property address]

Thank you for instructing **Khani Property Group Ltd t/a Austin Chambers & Co** (“we”, “us”, “the Agent”) to act in connection with the letting of the above property.

We will be marketing the property at **£[x,xxx] per calendar month, subject to contract**, on the following service level:

- Service Level 1 – Tenant Introduction & Tenancy Compliance**
(includes Continuing Tenancy Compliance at 6% of annual rent – mandatory)
- Service Level 2 – Tenancy Management (Rent Collection & Compliance)**
- Service Level 3 – Full Property Management**

Our full **Terms of Business, Service Descriptions** and **Landlord Fees Schedule** are attached and form part of this agreement.

1. Service Level & Core Fees (inclusive of VAT)

Service Level 1 – Tenant Introduction & Tenancy Compliance

(includes Continuing Tenancy Compliance)

- Tenant Introduction Fee (one-off, initial letting):
 - Sole / Joint Sole Agency: **8.4%** of the initial fixed term’s rent
 - Multi-Agency: **9.6%** of the initial fixed term’s rent
 - Minimum fee: **£750.00**
- Continuing Tenancy Compliance Fee (annual):
 - 6% of the annual rent
 - Invoiced once per year while the tenant we introduced (or replacement introduced via that tenant) remains in occupation and our Service Level 1 appointment continues.

A. Khani MARLA ANAEA M. Raducu

Khani Property Group Ltd. Registered Office: Suite 4, 2nd Floor, 46a Church Street, Enfield, London EN2 6AZ. Company No. 11847556



- Mandatory as part of Service Level 1 – we do not offer a one-off “tenant find only” service.

Tick if instructing:

- Sole / Joint Sole – Service Level 1**
- Multi-Agency – Service Level 1**

Service Level 2 – Tenancy Management (Rent Collection & Compliance)

- Annual Management Fee: **10.8%** of the annual rent.
- Invoiced at tenancy start and, on each anniversary, while we manage the tenancy.

Tick if instructing:

- Service Level 2 – Tenancy Management**

Service Level 3 – Full Property Management

- Annual Full Management Fee: **14.4%** of the annual rent.
- Licensable HMO Supplement (if we are named HMO manager): +2.4% of the annual rent.
- Invoiced at tenancy start and, on each anniversary, while we manage the tenancy.

Tick if instructing:

- Service Level 3 – Full Property Management**
- Property is a licensable HMO – HMO supplement applies**

2. Additional Services (at landlord’s cost)

Please tick any services you would like us to arrange. Charges are detailed in our Fees Schedule.

- Energy Performance Certificate (EPC)
- Gas Safety Certificate
- Electrical Installation Condition Report (EICR) & PAT
- Legionella Risk Assessment

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- Smoke & CO alarm installation / testing
- Professional clean (pre- and/or post-tenancy)
- Inventory & Schedule of Condition (check-in)
- Check-out report
- Rent Guarantee Insurance (via our referencing partner, subject to their terms)
- Deposit protection with MyDeposits (registration fee applies)

3. Deposit Protection – Landlord Declarations

(complete if we are protecting the deposit on your behalf)

Please answer Yes or No:

1. Have you ever been convicted of, or do you have a hearing pending for, money laundering, fraud or any other financial crime?
Yes **No**
2. Have you ever been refused membership of any deposit scheme (insurance-based or custodial)?
Yes **No**
3. Have you ever been refused a licence to operate a private rented property as required under the Housing Act 2004 (e.g. an HMO licence)?
Yes **No**

We may be unable to protect a deposit in our name if you answer “Yes” to any of the above and may need to discuss alternative arrangements.

4. Right to Cancel (Off-Premises / Distance Contracts)

If you sign this contract away from our office (for example, at your home) or at a distance (e.g. by email), you may have the right to cancel it within **14 days** without giving any reason.

To exercise this right, you must inform:

Khani Property Group Ltd t/a Austin Chambers & Co

191 Woodhouse Road, London N12 9AY

E: lettings@austinchambers.co.uk

by a clear statement (letter or email) that you wish to cancel. You may use the Model Cancellation Form supplied with our Terms of Business, but this is not obligatory.

If you have asked us to begin marketing or providing services before the cancellation period ends and you then cancel, you agree to pay us a fair proportion of the agreed fees to reflect work already carried out.

5. Confirmation & Signature

By signing below, you:

- Confirm you are the owner of the property or authorised to let it.
- Instruct us to act as your agent on the service level(s) ticked above.
- Confirm you have received, read and agree to our **Terms of Business, Service Descriptions** and **Landlord Fees Schedule**.
- Agree to pay our fees in accordance with those terms.

Landlord name(s): _____

Signature(s): _____

Date: _____

Signed for and on behalf of Khani Property Group Ltd t/a Austin Chambers & Co:

Name: **Ali Khani** – Lettings Director

Signature: 

TERMS OF BUSINESS – LETTINGS & MANAGEMENT

1. About Us

Khani Property Group Ltd t/a Austin Chambers & Co (“we”, “us”, “the Agent”) is responsible for the lettings and property management side of the Austin Chambers & Co brand.

- Trading address: 191 Woodhouse Road, Friern Barnet, London N12 9AY
- Registered office: Suite 4, Second Floor, 46a Church Street, Enfield EN2 6AZ
- Company number: [insert company number]

Austin Chambers & Co was established in 1977 by **Irving Singer**. The business is now led by:

- **Richard Klein** – Sales Director (sales side, trading as Austin Chambers & Co)
- **Ali Khani** – Lettings Director (lettings & management, trading as Khani Property Group Ltd t/a Austin Chambers & Co)

We are members of:

- The Property Ombudsman (TPO)
- ARLA Propertymark (lettings)
- NAEA Propertymark (sales)
- An approved Client Money Protection (CMP) scheme

*We are bound by the codes of practice of these organisations and by UK law. These Terms of Business should be read together with our **Landlord Lettings, Management & Compliance Guide** (“Landlord Guide”) and our **Landlord Fees Schedule**. Together, these documents explain how we work, the services we offer and the fees that apply.*

2. Service Levels

We offer three principal levels of service, as described more fully in our Landlord Information Pack:

1. Service Level 1 – Tenant Introduction & Tenancy Compliance
(includes Continuing Tenancy Compliance Service – mandatory)
2. Service Level 2 – Tenancy Management (Rent Collection & Compliance)
3. Service Level 3 – Full Property Management

*Your chosen service level will be confirmed in the Instruction Letter. The scope of each Service Level is described in more detail in our **Landlord Guide**, which forms part of this agreement.*

3. Fees & Charging Basis

3.1 General

Our fees are charged for the services we provide, not simply for the existence of a tenancy agreement or renewal of a fixed term.

- For most services, we calculate our fee as a percentage of the **rent for a 12-month period**.
- Fees are usually **invoiced annually**, at the start of the tenancy and on each anniversary, for as long as we provide the service and the tenant remains in occupation.
- All fees are inclusive of VAT unless otherwise stated.
- All invoices are payable within 14 days of the invoice date.
- The specific amounts and rates for our services, and for additional items such as compliance checks, inventories, major works coordination and deposit disputes, are set out in our **Landlord Fees Schedule**, which forms part of these Terms.

3.2 Service Level 1 – Tenant Introduction & Tenancy Compliance

Service Level 1 includes:

- A one-off **Tenant Introduction Fee** at the percentages and minimum shown in the Instruction Letter; and
- Our **Continuing Tenancy Compliance Service**.

The Continuing Tenancy Compliance Service is mandatory with Service Level 1 and is charged at:

- **6% of the annual rent** per 12-month period of occupation, invoiced annually while:
 - the tenant we introduced (or replacement introduced via that tenant) remains in occupation; and
 - our appointment under Service Level 1 remains in place.

This is a service fee reflecting ongoing compliance work throughout the tenancy. It is **not** a “renewal” fee and applies whether the tenancy is fixed-term or periodic.

We do not offer a stand-alone “tenant find only” service under these Terms.

3.3 Service Level 2 – Tenancy Management

For Service Level 2, we charge an **Annual Management Fee** at the percentage shown in the Instruction Letter (currently 10.8% of annual rent). This fee is invoiced at the start of the tenancy and on each anniversary while:

- The tenant remains in occupation; and
- We are instructed to provide Service Level 2.

** Any additional charges for services not included in the core annual management fee (for example, additional inspections, rent reviews, service of statutory possession notices or debtor management work) are detailed in the **Landlord Fees Schedule**.*

3.4 Service Level 3 – Full Property Management

For Service Level 3, we charge an **Annual Full Management Fee** at the percentage shown in the Instruction Letter (currently 14.4% of annual rent). Where we are the named manager of a licensable HMO, an additional **2.4% of annual rent** applies as an HMO supplement.

These fees are invoiced at tenancy start and each anniversary while we manage the tenancy and the tenant remains in occupation.

*Additional charges for major or complex works coordination, extra contractor quotes, vacant property visits and other optional services are as set out in the **Landlord Fees Schedule**.*

3.5 Fairness & No Double Charging

If a tenant leaves significantly before the end of a 12-month period already covered by an annual fee, and you instruct us to re-let, we may, at our discretion, credit a fair proportion of any unused part of that annual fee against the fees for the replacement tenancy.

We will not charge you twice for the same period of service. Any such credits will only apply where our instructions have been continuous between tenancies.

4. Duration & Termination of Our Appointment

Our appointment begins when you sign the Instruction Letter or otherwise confirm in writing that you accept these terms.

- **Service Level 1:** Our appointment continues until the tenancy ends or you give written notice that you no longer require the service, and all sums properly due have been paid.
- **Service Levels 2 and 3:** Our appointment is a continuing service contract and may be ended by either party giving **three months' written notice**.

No further annual fees will fall due beyond the end of the relevant notice period, except for any sums properly due for services already provided.

5. Landlord Legal Responsibilities

You remain legally responsible for fulfilling your duties as a landlord under English law, including but not limited to:

- Keeping the property safe, healthy and fit for human habitation.
- Maintaining the structure and exterior, and installations for water, gas, electricity, sanitation and heating.
- Providing and renewing, as required:
 - An Energy Performance Certificate (EPC) with a minimum rating of E (or documented exemption).
 - An annual Gas Safety Record where gas is present.
 - An Electrical Installation Condition Report (EICR) at least every 5 years.
 - Smoke alarms on each floor and CO alarms where required, tested at the start of each new tenancy.
 - A Legionella risk assessment and any control measures recommended.
- Complying with any HMO, selective or additional licensing requirements.
- Ensuring any furniture and furnishings supplied meet current fire safety regulations.
- Complying with Right to Rent checks where you, not we, are responsible.
- Complying with all relevant tax obligations, including the Non-Resident Landlord Scheme where applicable.
- Maintaining suitable buildings and (where appropriate) landlord's contents and liability insurance and informing insurers and mortgage lenders of the letting.

Where requested, we can assist with arranging compliance checks and certificates at your cost (see Fees Schedule). We reserve the right to decline or discontinue our services if you refuse to take reasonably necessary steps to comply with key legal obligations.

*Where we arrange compliance inspections and certificates using approved contractors, you will be responsible for both the contractor's charges and our arranging/facilitation fee as set out in the **Landlord Fees Schedule**.*

6. Deposits & Tenancy Deposit Protection

Unless otherwise agreed:

- We will collect the tenancy deposit from the tenant and hold it as stakeholder in a designated client account.

- Where instructed, we will protect this deposit with the **MyDeposits** insurance scheme and will:
 - Register the deposit in accordance with scheme rules; and
 - Serve the prescribed information on the tenant(s) within statutory timescales.

Where you elect to hold and protect the deposit yourself:

- You are solely responsible for complying with all legal requirements; and
- We accept no liability for any penalties or consequences arising from your failure to do so.

At the end of the tenancy:

- We will help negotiate the return of the deposit and any proposed deductions; and
- Where we have protected the deposit, we will assist in preparing and submitting evidence to MyDeposits if the dispute proceeds to adjudication.

*Our fee for deposit registration (where we protect the deposit as agent), and for handling formal tenancy deposit disputes, is detailed in the **Landlord Fees Schedule**.*

7. Rent Collection, Arrears & Debtor Management

7.1 Rent Collection (Service Levels 2 & 3)

Where we are instructed on Service Level 2 or 3:

- We will collect rent from the tenant as it falls due under the tenancy agreement.
- We will account to you for rent received, less agreed deductions and our fees.
- We normally remit funds to you within 5 working days of cleared funds, subject to banking and administrative timescales.

7.2 Arrears

If rent is unpaid, we will:

- Send arrears reminders at appropriate intervals; and
- Notify you promptly of serious or persistent arrears and discuss possible actions.

7.3 Debtor Management

We do not guarantee payment of rent. Separate Rent Guarantee Insurance may be available through our referencing partners, subject to their criteria.

Where more intensive debtor management is required (such as preparation of court claims, detailed pre-action correspondence, or attendance at hearings), we may charge additional fees as set out in our **Landlord Fees Schedule** and/or by separate written agreement. Our fees for debtor management work and court attendance are set out in the **Landlord Fees Schedule**.

7.4 Rent Guarantee Insurance

Rent Guarantee Insurance may be available through our referencing partners or insurers, subject to their own underwriting criteria and policy terms. We will provide you with a summary of cover and the full policy wording before you decide whether to proceed.

Where we arrange Rent Guarantee Insurance for you, we may receive a small commission or administration fee from the insurance provider. This does not increase the premium you pay. We will disclose details of any such payments on request.

The availability of Rent Guarantee Insurance does not relieve you or us of the need to comply with all legal and contractual obligations relating to deposit protection, safety certificates, prescribed information and notices, and failure to comply may prejudice cover.

8. Repairs, Maintenance & Agent of Necessity

This section applies primarily to Service Level 3 (Full Property Management) and to any bespoke repairs arrangement under Service Level 2.

- You authorise us to instruct contractors for repairs and maintenance up to a pre-agreed authority limit without further reference to you.
- In emergencies, where we believe delay could cause damage to the property or risk to life, and we cannot promptly reach you, we may instruct necessary works even above normal authority limits as Agent of Necessity.
- We will maintain a repairs reserve fund in our client account if agreed with you and will use it for authorised repairs and other outgoings.

Contractors engaged by us are engaged on your behalf. The contract for works is between you and the contractor, and we accept no liability for their actions or omissions (beyond reasonable care in selection where we choose the contractor).

*Where we coordinate significant or complex works (for example, refurbishments or projects over £1,500 in value), an arrangement/oversight fee (currently up to 12% of the net cost) may apply, as described in the **Landlord Fees Schedule**.*

9. Complaints & Redress

We are a member of TPO and agree to abide by its Code of Practice.

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

- We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.
- If you are still not satisfied after the last stage of the in-house complaint procedure (or more than 8 weeks has elapsed since the complaint was first made) you can request an independent review from The Property Ombudsman without charge.

The Property Ombudsman

admin@tpos.co.uk

01722 333 306

www.tpos.co.uk

[Make a Complaint - The Property Ombudsman \(tpos.co.uk\)](http://www.tpos.co.uk)

Please note the following:

- You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.
- The Property Ombudsman requires that all complaints are addressed through this in-house complaints' procedure, before being submitted for an independent review.

10. Money Laundering & Identification

We are required by law to verify the identity and address of our clients under the Money Laundering Regulations and related legislation.

You agree to provide such documents and information as we may reasonably request for these purposes. We may be unable to act for you if satisfactory identification is not provided.

We are required to comply with UK Anti-Money Laundering Regulations and related guidance from HMRC and Propertymark. We will not be able to proceed with marketing, letting, rent collection or remittance of funds until satisfactory identification and, where required, source-of-funds information has been obtained.

For more info visit:

<https://www.legislation.gov.uk/ukxi/2017/692/contents>

11. Data Protection

We process personal data in accordance with applicable data protection legislation (including UK GDPR and the Data Protection Act 2018).

- We act as Data Controller in relation to data we hold about you and your tenants in the course of providing our services.
 - Our Privacy Notice sets out how we collect, use, share and store personal data and the rights that data subjects have.
 - A copy of our Privacy Notice is available on request and on our website. We will share personal data as necessary with third parties involved in providing our services (for example, referencing agencies, maintenance contractors, deposit schemes, insurers, local authorities and legal advisers) in accordance with our Privacy Notice.
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12. Governing Law & Jurisdiction

These Terms of Business and any agency agreement between you and us are governed by the law of **England and Wales**.

Any dispute arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.