



LONDON LAND MANAGEMENT

RESIDENTIAL LETTINGS AND PROPERTY MANAGEMENT SERVICE

TERMS AND CONDITIONS OF BUSINESS

Blandel Bridge House
56 Sloane Square
London SW1W 1EX

+44 (0) 20 7591 0288
info@londonland.co.uk
www.londonland.co.uk

Registered in England no.2981213 VAT no. 650 178544





1. LETTING SERVICE

- a) On receipt of instructions we shall endeavour to find a suitable Tenant which will involve a proactive marketing campaign with no additional charge to the client:
- We shall organise for professional photographs to be taken at the earliest possible time.
 - Contact all prospective tenants on our applicant database and specialist relocation agents, to organise potential viewings.
 - With your express consent, property details will be posted on the London Land Management website in addition to the following key property portals: Zoopla; Find a Property; On the Market, as well an internal database shared with other local estate agents.
 - With your express consent, property details will feature in the appropriate key Property publications. London Land Management has an ongoing contract with at least two of London's leading property publications at any one time.
 - With your express consent, marketing details will be issued to all central London letting and corporate relocation agents, as and when deemed necessary.
 - Provide client with regular update.
- b) Once we have found a suitable applicant we shall negotiate the terms of the proposed tenancy, on your behalf.
- c) We shall instruct a professional reference agency to obtain relevant detailed information on any prospective Tenant and we will request additional reference letters, supporting information, if deemed necessary. To the best of our ability we shall also perform 'Right to Rent' checks on all prospective to tenants in accordance with those guidelines and procedures supplied by the UK Home Office.



- d) We shall prepare our Tenancy Agreement and any legal notices required (and submit it to your solicitor for approval if desired) and make whatever amendments that you or your solicitors consider necessary to produce a document ready for signature. Our costs for preparing the Tenancy Agreement and any subsequent extension documentation or addendums, are included in our agreed letting fee. If it becomes necessary for the Landlord to instruct Solicitors the Landlord will be responsible for all Solicitors costs.
- e) We shall collect the rent from the Tenant and any initial deposit required and hold the latter as independent stakeholder.
- f) We shall apply for any necessary consent from Superior Landlord or Mortgagee [where applicable] but we must be informed in writing in the first instance by yourself if this authority is required.
- g) On finding a suitable Tenant we shall arrange, if required, for the preparation and/or checking of the Landlord's Inventory. If the Landlord does not already have an inventory we shall arrange for an inventory (at the cost of the Landlord) to be made on his behalf. We shall ensure that the Inventory 'check-in' is signed at the commencement of the Tenancy by the incoming Tenant.
- h) We shall notify utility services (Gas/Electric/Water) as well as the relevant Council for the purposes of local tax to the change of subscriber at the commencement and termination of a tenancy. We cannot be held responsible for any failure that may occur on the part of the various services complying with our request.
- i) We shall remit to you or your nominated bank account, together with rent statements, less deductions of commission and any other charges which may be due once London Land Management Limited is in receipt of the said rent. If the Tenants pay by cheque



[although our tenancy agreement stipulates rent must be paid by standing instruction]
then a further seven days will be required for clearance.

- j) We shall inform you of any default by a Tenant in payment of rents of more than 14 days.
- k) Organise pre-tenancy professional clean and pre-tenancy check.
- l) Organise Gas Safety Report
 - As detailed in section 7 (f)
- m) Organise an Electrical Safety Report
 - As detailed in section 7 (g)
- n) Organise an Energy Performance Certificate (EPC)
 - As detailed in section 7 (m)
- o) Tenancy Renewals
 - At the point of a possible tenancy extension or renewal we consider it excellent practice to review market conditions as well as the general condition of the property just prior to any tenancy extension or renewal. We undertake to advise our Landlords of our recommendations in this respect.

p) The Tenancy Deposit

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR
phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123



If we are/ the Agent is instructed by you/the Landlord to hold the Deposit, we/ the Agent shall do so under the terms of the Tenancy Deposit Scheme.

The Agent holds tenancy deposits as Stakeholder (if not already specified within the Tenancy Agreement).

At the end of the tenancy covered by the Tenancy Deposit Scheme

- If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.
- When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

* [These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.](#)



- The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
- If there is a dispute I/we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline me/us.
- The Agent/we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

ASSOCIATION OF RESIDENTIAL LETTING AGENTS (ARLA) & TPOS

London Land Management Ltd is a member of ARLA and The Property Ombudsman Scheme

ARLA is the leading professional and regulatory body in the UK exclusively for letting agents in the Private Rented Sector. ARLA members are required to comply with a Code of Practice and to have staff with suitable industry qualifications. ARLA provides information, support and training to keep members up to date with the latest legislation.

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ARLA has strict rules on how agent members handle and deal with their client's money and bank accounts must be regularly audited. Each member firm is covered by the Association's Client Money Protection Bonding Scheme which safeguards client monies from any misappropriations of funds or claims of bankruptcy and every member firm has to have adequate Professional Indemnity Insurance. We also operate a formal complaints procedure and should you require any further information please don't hesitate to get in touch.

London Land Management Ltd is also a member of The Property Ombudsman Scheme and subscribes to the relevant Code of Practice for Letting Agents. Please visit www.tpos.co.uk for further information.

2. LETTING FEES

- a) If London Land Management Limited introduce a Tenant who enters into a Tenancy Agreement with you, whether by himself or through any nominee or company, then our fees will be TBA% exclusive of VAT of the total rent reserved under the terms of the Tenancy Agreement, plus any extension irrespective of whether or not the extension or renewal was negotiated by us. As an example if the monthly rental was £TBC, you will pay a fee of £TBA inclusive of VAT.
- b) We shall collect the rent in accordance with the terms of the Tenancy Agreement for the full duration of the tenancy as well as upon any extension or renewal.
- c) Any commission due to us is payable on receipt of rent
- d) We do not make any additional charges for drafting of tenancy agreements or extension documents.



3. MANAGEMENT SERVICE

London Land Management Limited offers a comprehensive Management Service which may be used in conjunction with our Letting service or by private Landlords. Using an individually tailored computer software programme we can ensure that both your account and your property is managed efficiently and effectively.

Our management service includes:-

- a) Prepare and submit to you regular statements of account and, if requested, send a duplicate to the Landlord's Trustees or Accountant
- b) If instructed by you we will pay out of funds held by us on your behalf any ground rents, service charges, water rates, insurance premiums and any other regular outgoings. However, you must notify the relevant bodies to send their accounts to us for payment as we can only effect payment on receipt of an invoice. We do our best to query any obvious discrepancies but it must be understood that we are entitled to pay without question demands and accounts which appear to be in order
- c) We will look after the day-to-day maintenance of the property, repairs and servicing of appliances, up to a maximum of £240 inclusive of VAT, without reference to you. Wherever practicable we shall obtain estimate(s) and submit them for approval prior to the commencement of the works or redecoration. However in emergencies and when we consider necessary we will act to protect your interest without consultation. Any professional fees incurred in conjunction with any works must be borne by the Landlord
- d) At the termination of the Tenancy we shall arrange for an inventory to be checked by an Inventory Company and a schedule of dilapidations (if any) to be prepared. London Land Management Limited is able to negotiate and agree on your behalf and to make the appropriate deductions from the Tenants deposit



- e) We shall undertake regular property visits, approximately four per year. It must be understood that these visits can only provide a superficial examination and are not intended to be a structural survey or inventory check. A report of our visit will be sent to you by email, mail, or fax.

- f) When managing a property let by another party, London Land Management Limited will require copies of the Tenancy Agreement, tenant references, inventory and other relevant documents concerning the property

- g) In the event of any claim on your buildings or contents insurance policy, London Land Management will inspect, advise, and process any insurance claim on your behalf.
 - See section 7(c) for further information

In addition to the above we have a 24 hour maintenance contractor that your tenant may contact in the event of an emergency, whether it's over the weekend or during the night. Over holiday periods tenants are also given our personal mobile telephone numbers in the event of an emergency. Offering this personal service to tenants, where they know someone is always on hand, provides them with additional security and encourages greater loyalty.

4. SHORT LETTING SERVICE

- a) For lets of 3 calendar months and under

- b) In providing the Short Letting Service, London Land Management will:-
 - Provide the Services as listed in the Letting Service. Gas, water, electricity and Council Tax are not chargeable to the Tenant/Tenant Company

 - We shall take up references [as deemed necessary by London Land Management Limited] on prospective Tenants



5. MANAGEMENT FEES

If you require us to manage your property then we will do so for a fee of TBA% of the weekly rental inclusive of VAT. As an example if the monthly rental was £TBC, you will pay a fee of £TBA inclusive of VAT. Such charges shall be payable as and when such rent falls due for payment. The performance of any management services by us is at all times conditional upon us having been placed in sufficient funds at the commencement of and for the duration of the term of the appropriate Tenancy Agreement to meet any necessary expenditure. We will not undertake to pay any outgoings in excess of the available funds held by ourselves on your behalf.

6. TERMINATION

This agreement may be terminated by either side by providing 28 days prior written notice¹ however please note that you may be obligated to pay any commissions due under clause 2 and 5 of this agreement in the event of successful tenant being introduced by London Land Management Ltd.

Notice of the Right to Cancel

1. (Pursuant to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).

You may only have a statutory right to cancel this Agreement within 14 days of receipt of it, but only if this Agreement was made:-

- (a) During a visit by us to your home or place of work, or to the home of another individual;
- (b) During an excursion organised by us away from our business premises; or
- (c) After an offer made by you during such a visit or excursion.

¹ Please see Appendix 2 for a copy of the Cancellation Form.



If that is the case, your attention is drawn to the further information (which will be provided upon request) regarding your rights to cancel. If not, the rights provided by these Regulations will not apply.

7. GENERAL SECTION

a) HOUSING ACT 1988

A tenancy granted to an individual on or after 15th January 1989 became subject to the Housing Act 1988. When a Landlord wishes to determine the tenancy (subject to the provisions of the Agreement) he is usually required to serve two months' notice on his Tenants in prescribed form. This is applicable even if the tenancy is coming up for expiry. On instruction London Land Management Limited is able to give such notice on your behalf, but must be informed in writing at least 2 weeks prior to the two month deadline

b) LANDLORD AND TENANT ACT 1987

Section 48 of the above Act provides that the Tenant should be provided with an address within England or Wales at which the Tenant may serve Notices upon their Landlord. The Tenant must be provided with a) the name and address of the Landlord and b) should the Landlord reside outside England and Wales an address in England or Wales where Notices can be served. We will require the above information before a tenancy commences. If the information first provided changes during the tenancy we must be informed immediately

c) INSURANCE

London Land Management is authorised and regulated by the Financial Conduct Authority, our FCA register number is 315290. Acting on your behalf, we are able to organise and recommend buildings and/or contents insurance cover for your property through our carefully selected, authorised, insurance brokers.



d) **COUNCIL TAX**

The Tenants are responsible for the payment of the Council Tax to the local authority.
When a property is unoccupied (eg between tenancies) the owner is responsible for the payment of The Council Tax in respect of that property.

e) **FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 (AMENDED 1993, 1993, 2010 & 2025)**

You hereby warrant that all furniture and furnishings to be included in the letting of the property fully comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988, as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989, 1993 & 2010.

f) **THE GAS SAFE (INSTALATION AND USE) (AMENDMENT) REGULATIONS 2018 & SMOKE ALARMS**

All gas equipment, pipe work and appliances must accord with these Regulations including annual inspections by a Gas Safe Registered engineer. An inspection must be carried out prior to the commencement of a tenancy and a full report provided to the Tenant.

In accordance with The Smoke & Carbon Monoxide Alarm (England) Regulations (Amendment) 2022 we will arrange for a smoke alarms and carbon monoxide alarms to be fitted where appropriate in the premises and arrange for the alarms to be checked by the Inventory Clerk and noted on the check-in report to ensure each device is in working order on the date the tenancy commences.



g) **HEALTH & SAFETY AT WORK ACT 1974 AND COSHH 1988**

Under the Health and Safety at Work Act 1974 and COSHH 1988 appropriate and proportionate measures will be implemented to identify and mitigate any risks to health within the property. This will include carrying out thorough risk assessments to highlight potential hazards, such as exposure to Legionella bacteria, and ensuring suitable control measures are put in place to minimize those risks.

h) **BLINDS AND CURTAIN SAFETY**

Arrangements for raising and lowering blinds and the movement of curtains across windows at properties will be compliant with safety regulations (BS EN 13120) to prevent choking hazards.

i) **THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

All electrical appliances, plug sockets and wiring in the Property and the electrical supply must be safe and comply with all statutory requirements. We advise you to appoint a qualified NICEIC registered electrician to undertake a full electrical inspection of your property prior to renting.

j) **PRIOR TO LETTING**

The Landlord must ensure that the property is professionally cleaned throughout and that all gas and electrical inspections have been completed to a satisfactory standard. All machines, appliances and heating/water systems should be in excellent working order and recently serviced. Clear instructions for use must be left. Carpets, curtains, blankets, duvets, bed covers and chair covers should be professionally cleaned where possible. Windows should be cleaned and gardens well maintained. London Land Management Limited reserve the right to instruct professional cleaners on behalf of the Landlord if they deem it necessary without prior consent.



k) **PRIVATE HOME MANAGEMENT**

London Land Management Ltd provides a tailored home management service established after many years of caring for our private client's own family homes in London. Through our experience in this area over the years we are confident we understand our overseas client's general requirements and very much aim to take away the worry of having a vacant home in the capital. The majority of these clients tend to visit London two or three times per year and like the comfort of knowing that somebody is keeping up regular inspections, organising cleaning and paying the bills, as well as of course using the vacant periods to attend to any maintenance issues. We are also able to prepare the house in advance of any visit, from making the beds to stocking the fridge.

l) **TAX LEGISLATION FOR NON-RESIDENT LANDLORD'S**

Please see Appendix 1

m) **GENERAL DATA PROTECTION REGULATION (GDPR) 2018**

A copy of our data protection policy should accompany our Terms of Business. By signing these terms you confirm that you have read and understand the contents of that Privacy Policy, and consent to LLM processing your personal data as set out in that Privacy Policy. You may withdraw your consent to such processing at any time.

n) **ENERGY PERFORMANCE CERTIFICATE (EPC)**

An Energy Performance Certificate (EPC) provides prospective tenants with information about how energy efficient a property is that they are considering renting. It is required whenever a home is let to a new tenant. The EPC must be made available free of charge to any prospective tenant. The EPC will be valid for 10 years and can be reused as many times as required within that period; it is NOT necessary to commission a new EPC each time there is a change of tenant.



The EPC shows two things:-

- 1) The Energy Efficiency rating (relating to running costs)
- 2) The Environmental Impact rating (relating to the Carbon Dioxide emissions)

The rating is based on factors such as age, property layout, construction, heating, lighting, and insulation. The Energy Performance Certificate must be produced by an accredited Domestic Energy Assessor or Home Inspector. As part of our letting service we can instruct an assessor to act on your behalf prior to your property coming onto the market. Naturally we will ensure the rate is competitive and you will be notified of the exact cost prior to any instruction.

o) RIGHT TO RENT CHECKS

From 1 February 2016, all landlords in England are required to conduct 'right to rent checks' as part of the referencing process for potential tenants. London Land Management Ltd can provide this service with your strict instruction and this service is included under our 'Letting Services'. Further guidance from the UK Home Office may be found here <https://www.gov.uk/check-tenant-right-to-rent-documents>

p) COMMISSIONS OR REFERRAL FEES

For the avoidance of doubt we wish to make it clear to our clients that we do not receive any referral fees, introduction fees, or commissions from contractors or subcontractors, or insurers in connection with works or policies relating to your property.

q) INTEREST RETENTION

If interest is received whilst your monies are held by us or any other approved relevant third party, the interest will be retained by London Land Management Limited, unless a separate written agreement has been made regarding the allocation or payment of that interest.



PLEASE SIGN & RETURN FOR OUR RECORDS

PROPERTY ADDRESS:-

I/WE AGREE AND CONFIRM THAT WE HAVE READ AND UNDERSTAND THE ABOVE AND OUR INSTRUCTIONS ARE AS FOLLOWS:

PLEASE TICK, AS APPROPRIATE

- LETTING SERVICE
- RENT COLLECTION
- MANAGEMENT SERVICE

You acknowledge receipt of a copy of our data protection policy accompanying the Terms of Business and consent to LLM processing your personal data as set out in that Privacy Policy. You may withdraw your consent to such processing at any time.

SIGNED.....

DATED.....

SIGNED:.....

FOR & ON BEHALF OF LONDON LAND MANAGEMENT LIMITED

DATED:.....





TAX LEGISLATION FOR NON-RESIDENT LANDLORDS

Under current legislation both Landlords and Letting agents have responsibilities to HMRC [HM Revenue & Customs]. Income generated from letting UK property is subject to UK tax laws, but HMRC allow certain expenses to be offset against the rental income.

We recommend that all Landlords seek advice from an accountant regarding their tax affairs as we are not specialists. We would be more than happy to recommend an accountant here in the UK who currently look after a large number of our existing Non-Resident Landlord's.

Under the Finance Act 2025, an agent who receives rent on behalf of an overseas Landlord is obligated to retain tax on the rent received. Under Taxation of Income from Land (Non-Residents) (Amendment) Regulations 2020, there is a provision for non-resident Landlord's to apply to HMRC to receive rental income gross.

Application to join the Non-Resident Landlord scheme is made to HMRC. We are able to provide a Landlord with the necessary application form but strongly advise that they seek professional assistance from a qualified accountant.

If your application is agreed, then HMRC will send you/your accountant and London Land Management an Approval Certificate. Once we have received this certificate, addressed to London Land Management, then we can pay over rent in full to yourself. The cash flow benefits from obtaining such a certificate are considerable.

If you are not accepted for the scheme, London Land Management is obligated to deduct tax at the basic rate to pay over to HMRC on a quarterly basis.

When an overseas Landlord applies to HMRC there is a section to indicate if you expect to be liable for UK tax or are applying for Self Assessment. We again advise that you or your accountant acting on your behalf apply for Self Assessment. Finally, acceptance to these schemes is approval to have tax paid gross or deal your own assessment and is not exemption from tax liability.



RIGHT TO CANCEL

The Consumer Contracts (information, Cancellation and Additional Charges) Regulations (2013)

When you sign this agreement away from our office you have a right to cancel.

You have the right to cancel this contract within 14 days without giving a reason.

The cancellation period will expire 14 days from the conclusion of the contract.

To exercise the right to cancel, you must inform us, *London Land Management Limited*, by post to *London Land Management Limited, Blandel Bridge House, 56 Sloane Square, SW1W 8AX* or email info@londonland.co.uk of your decision to cancel this contract in a clear statement (e.g., a letter sent by post or email). You may use the attached cancellation form, but it is not obligatory.

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:

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. 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. However, any work undertaken in accordance with this contract prior to the cancellation will be payable to *London Land Management Limited* and/or their approved contractors.



If you requested to begin the performance of services during the cancellation period, you will be required to pay *London Land Management Limited* an amount which is in proportion to what has been performed until the communication of cancellation of this contract was sent to us, in comparison with the full coverage of the service requested.



Cancellation Form

To: LONDON LAND MANAGEMENT LIMITED
BLANDEL BRIDGE HOUSE
56 SLOANE SQUARE
SW1W 8AX

I / we* hereby give notice that I / we*cancel my / our* contract for the supply of services as detailed in the letting / sale* agreement relating to the property detailed below, ordered on

Address of the property:

Name of the client(s):

Address of the client(s):

SIGNED.....

DATED.....



*delete as appropriate

