

Lettings & Management Business Agreement



We are Berkeley Shaw Real Estate Limited (CRN: 05206927) of The Ternary, Old Haymarket, Liverpool, L1 6ER (referred to in this Agreement as 'Berkeley Shaw').

The various services that we have available are described within this business agreement and where they attract a fee it is displayed in the section entitled fee structure towards the rear of this document or in the main body of this agreement. Please ensure that you refer to the relevant section and acquaint yourself with it whilst making your decision.

Our aim is to provide you with a full range of services and options to allow you to tailor the service that best reflects what you need from us as your agents.

Berkeley Shaw reserves the right to refuse acceptance of the instruction where you the landlord(s) or property do not comply with:-

The Money Laundering and Terrorist Financing (amendment) Regulations 2019;
The Furniture and Furnishings (Fire) (Safety) Regulations 11988 (Amendment 1993);
The Gas Safety (Installation and Use) Regulations 1998;
(EICR) Electrical installation condition reports 2021;
Electrical Equipment (Safety) Regulations 1994;
Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022;
Selective Landlord Licensing;
Renters' Rights Act 2025; or
Any other relevant Legislation which from time to time becomes an industry standard or law.

The full extent of your liability under these existing regulations and what is expected of you is detailed at the rear of this Business Agreement. Most of the business conducted through us is dealt with on a fully managed basis. We have assembled a team of hugely experienced individuals with a real personal interest in the success of the business which, we are confident, will be reflected in the commitment we show to you.

Once you have decided upon your chosen service please sign where indicated on the customer acceptance form to confirm our appointment, return it to the letting office and we will commence our service to you.

1. THE FULLY MANAGED SERVICE

We carry out the following

- 1.1 All Parties acknowledge that that Berkeley Shaw Real Estate Limited is required to collect, verify, and retain certain personal information relating to all legal owners (Landlord) in order to comply with its obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- Berkeley Shaw Real Estate Limited will process the Landlords personal data solely for the purposes of identity verification, due diligence, ongoing monitoring, and any other activity necessary to meet its legal and regulatory obligations. Personal data obtained for these purposes will be stored securely and retained for a minimum period of five (5) years from the date the business relationship ends or

the date of the final transaction, in accordance with Regulation 41(6)(a), after which it will be securely deleted unless a longer retention period is required by law. The Landlords personal data will not be used for any unrelated purpose without lawful basis and will be handled in accordance with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

The client confirms that they consent to us carrying out identification and verification checks in accordance with our Anti-Money Laundering obligations at a cost of £30.00 per person. They understand that we are required to obtain and verify proof of identity and address, and agree to provide all necessary documentation to enable us to comply with current legislation and regulatory requirements.

This fee will need to be paid by you in advance of us publishing your property to the rental market or us taking over management. This fee is non-refundable.

1.2 We will visit your property at a time to suit and advise on the anticipated market rental figure. Upon receiving your verbal instruction to let your property, followed by your signed acceptance and declaration we will offer your property to the market.

1.3 We will erect our distinctive 'To Let' board unless the property does not allow for this or we are specifically requested not to do so by you in writing. We will offer your property in accordance with the details discussed on our initial appraisal.

1.4 We will arrange and conduct viewings on your property as required. If your property is vacant we will require from you at least **3 full sets of keys** to the property to aid in this process and assist with the hand over to your eventual tenants. If copies are required, we will arrange this for you and charge your account.

1.5 When an applicant wishes to proceed, we will notify you accordingly. If the applicant's offer is accepted by you, we will verify their application and progress it using the services of a recognised and reputable Credit Referencing Agency and complete Right to Rent Checks.

1.6 We will undertake the tenancy negotiations in accordance with your instructions and prepare the Tenancy Agreement for signatures.

1.7 It is our commitment to ensure that you as our client comply with the Gas Safety (Installation and Use) Regulations 1998. Unless instructed in writing to the contrary we will ensure that a gas safety record is carried out prior to a tenancy and that a copy is available to the tenant prior to commencement. This will be carried out via a qualified Gas Safe engineer, this will also be automatically renewed going forward for as long as the property is managed.

1.8 (EICR) Electrical installation condition reports are now a key part of electrical safety, Landlords have the responsibility to ensure that a tenanted property has an electrical installation that is safe to use by its tenants. There is a legal onus on all landlords to have an electrical installation condition report in place. They have to be able to provide this to the tenant, managing agent or local authority within 30 days should they ask. In order to fully protect your interests under the Electrical Equipment (Safety) Regulations 1994 and unless instructed otherwise in writing, we will arrange for the property to undergo an initial check of all portable electrical appliances belonging to you and the administrative cost of this will be charged to your account. You as Landlord should satisfy yourself that the wiring in your property is safe and it is recommended that a full electrical test on the wiring be carried out to ensure the safety of the tenant prior to the commencement of the tenancy and that this procedure is repeated every five years. All portable appliances present in the property should be tested on an annual basis. If you are unwilling to meet this condition as "Best Practice" you will be required to confirm as such and sign the necessary undertaking taking full responsibility for your actions.

Note. In the case of Gas and Electrical Equipment Safety Inspections where you as Landlord choose not to select the fully managed service or rent processing service these inspections will only be carried out prior to the commencement of the tenancy. Thereafter you as Landlord shall be responsible for ensuring that an annual gas safety inspection is carried out, together with any identified work which may be required in order to comply with the prevailing regulations during the term of the tenancy. We as your agents will ensure the timely renewal under the fully managed service and the rent processing service.

1.9 A dilapidation deposit is taken from your Tenants. This will amount to 5 weeks. There will be no entitlement to interest for you as Landlord on such money held by the Tenancy Deposit Scheme (custodial) or any such appropriate Insurance Backed Scheme chosen by Berkeley Shaw. The administration cost to protect the deposit in the Government Approved Tenancy Deposit Scheme is £48.00 (inclusive of VAT) per deposit registered and/or £4.95 per month (inclusive of VAT) if held in the in the insurance backed client account. We will let you know which option is available at the time the deposit is collected. We reserve the right to amend this charge should the terms of the scheme be amended by the scheme administrator or a different scheme is chosen.

1.10 The Tenants will be checked into the property using the inventory and schedule of condition as a reference point. Unless instructed in writing to the contrary we will ensure that an Inventory is completed and associated charges for this will be added to your landlord account expenditure.

1.11 We will, by using 3rd parties, provide the suppliers of gas, electric and water of the readings at the commencement of the tenancy and provide the Local Authority with the relevant details.

1.11a When the Landlord's property is let, gas and electricity will be provided by the incumbent Energy Supplier.

1.11b Our 3rd party providers will never contact the Landlord directly and will not hold any personal details longer than necessary. Your information will be stored securely and handled in a lawful manner as explained in our Privacy Notice found on our Website.

1.11c The Landlord agrees that Berkeley Shaw may pass personal details and details of the property to 3rd parties for the purposes of:

1.11d (i) Registering the property under the name of "the occupier" with the incumbent water supplier.

1.11e (ii) registering the new Tenancy details for gas, electricity, water and council tax.

1.11f (iii) Informing the incumbent suppliers of the liable party for any void periods

1.11g 3rd Parties will use the Landlord's details only for the purposes set out above and not in any other way.

The contractual responsibility to carry out utility notifications lie with your Tenants, but we shall carry this out purely as a back-up service to our clients. Whilst we will endeavour to question any obvious discrepancies, we are unable to accept liability for any disputes over payment of bills.

1.12 The initial rent received will be paid into your nominated account, net of any agreed deductions, and a rental statement will be generated and subsequently made available to you via our online app. We will make every effort to ensure that ongoing rents received are processed and paid out within 10 working days of the payment being shown on our bank statement. Wherever possible Landlord payments are made through the Bank Automation Clearing System (BACS). However, we would ask Landlords to note that we are unable to guarantee payment within these times since delays may occur due to circumstances beyond our control. A transaction fee of £3.00 (inclusive of VAT) is charged on each payment and will appear on your monthly statement.

1.13 In the case of late rental payments, reminders are sent to the Tenants on a regular basis. After 60 working days, a final letter is sent advising the Tenant that you have been informed and that legal action may be taken. It is always the Landlord's responsibility to instigate legal action and to instruct a solicitor and unless we receive instruction from yourself or your solicitor we will take no further action. Should you benefit from a Rent Guarantee and Legal Expenses policy you should advise us of the same at the time that you instigate a claim in accordance with the underwriting conditions of the policy you have in place.

1.14 We will pay ground rents, service charges and insurance premiums where required and account to you the Landlord on the rental statement. To enable us to make these payments, you will need to instruct the various parties to send all bills to us. We are unable to accept liability for any disputes over payments made on bills which have been sent to us that you have instructed us to pay. Each of these payments will incur a fee of £3.00 (inclusive of VAT) per separate payment.

1.15 Since we are unable to make payments in excess of the funds available to us in your Landlord client account, we will require sufficient working funds to enable us to meet all expenditure. The amount of the working fund is dependent upon the type and size of property and the timing of the rental payments (i.e. monthly/quarterly). Unless otherwise agreed and confirmed in writing the sum of £300.00 will be retained as a working float to cover any outgoings which may be payable between rent payments and to facilitate good management practice. This will include rectification of any items to ensure your compliance with your statutory obligations.

1.16 We will instruct contractors to investigate any faults reported and to carry out repairs to the property. Minor repairs or emergency works will be carried out immediately and paid for from funds held, and such payments will be noted on the rental statement. Where major works are necessary, (above £300.00) an estimate will be obtained and sent to you the landlord for approval (unless designated as an emergency). In the majority of cases we are happy to use contractors suggested by you the Landlord, however, we reserve the right to instruct our own contractors in cases of emergency or if those suggested by you are unable to undertake the necessary work within a reasonable length of time.

1.17 We will carry out for you, two walk through inspections within each 12 month period of a tenancy. The first will be included within the management fee, the second will be charged at £72.00 (inclusive of VAT). Each subsequent inspection within a 12 month period will be charged at £72.00 (inclusive of VAT) if you request more. Each inspection will consist of a photographic condition report. This will take the form of a visit to assess the decoration and condition of items left by the Landlord in the property. Whilst we will investigate any defect observed or brought to our attention by the Tenant we cannot carry out any inspections for latent, inherent or structural problems. It should be noted that inspections are not carried out by surveyors and they do not form part of an inventory check. We recommend that the Landlord consider appointing a fully qualified surveyor in the event that there is a risk of serious or structural defect. (Berkeley Shaw do have Chartered Surveyors available upon request)

1.18 The Tenants will be checked out of the property using the inventory & schedule of condition. You as Landlord would meet the cost of this procedure. The fee for the check-in/out will be deducted at the commencement of the tenancy and be shown on the rental statement.

1.19 Selective Licensing

- a. Where a property is located in an area designated for Selective Licensing under the Housing Act 2004 (or any subsequent legislation), it is the responsibility of the Landlord to ensure that the property is not let without the correct licence in place.
- b. The Landlord is responsible for applying for, obtaining, and maintaining the licence, and for complying with any licence conditions imposed by the local authority.
- c. The Agent will take reasonable steps to check whether a licence is required for the property and, where applicable, request evidence from the Landlord that the licence has been obtained.
- d. The Landlord must provide the Agent with a copy of the licence and any conditions as soon as reasonably practicable.
- e. If the Landlord fails to obtain or comply with a licence, the Agent will not proceed with letting the property until the issue is resolved.
- f. Where the Agent assists the Landlord with the licence application or compliance, this may be subject to an additional fee, as detailed in the Agent's Schedule of Fees.
- g. The Landlord acknowledges that failure to obtain or comply with a licence may result in enforcement action, financial penalties, or restrictions.

1.20 Annual AML checks will be undertaken for all Landlord clients at a cost of £30.00 (inclusive of VAT).

FEES

Our fee for this service is 15% + VAT of the total amount of rental due under the Tenancy.

The Let Fee £595.00 + VAT (£714 (inclusive of VAT))

Note. No management arrangements shall exist in respect of the property until such time as the tenancy begins and any management shall cease when the tenancy ends, or at the expiry of any notice which has been served to terminate the tenancy.

2. THE RENT PROCESSING SERVICE

Should you choose to conduct the management of your property yourself then under this option we will only carry out items 1.1 to 1.13 and 1.20.

Our fee for this service - The Let Fee £595.00 + VAT (£714 (inclusive of VAT)) and Rent Collection Fee of 10 % + VAT of the total amount of rental due under the Tenancy and subsequent renewals or extensions, to be deducted monthly by us from rental payments received.

Should either the Landlord or the Tenant exercise a release clause and terminate the tenancy before the end of the agreed term, in line with the provisions of the tenancy agreement, then our fee will be payable up to and including the last lawfully due rental payment, and will cease to be applicable thereafter.

3. TENANT FIND SERVICE (LET ONLY)

Should you choose to conduct the management and processing of the rent payment yourself, then under this option we will only carry out items 1.1 to 1.11 with the provision that under 1.11 you will receive rent payments directly from your Tenant from month two onwards. You will need to protect the tenant's deposit. When the tenant pays the deposit to us we will forward this payment to you for you to protect through your own scheme.

The Tenant Find Fee is 10% + VAT of what would be 12 month's rent, subject to a minimum of £1,194.00 (inclusive of VAT)

Wherever possible, we will of course deduct our fee from the first rental payment. If our fee exceeds the rental payment, the balance must be paid within 7 working days of the tenancy commencement. This fee, in part or in whole, is non-refundable in any circumstance.

4. ADDITIONAL SERVICES

Unless we are advised in writing to the contrary the fully managed will include items 4.1 and 4.2 which will be prepared on your behalf.

4.1 The Tenancy Agreement (Assured Periodic)

We can provide a comprehensive Tenancy document drawn up to meet your specific requirements. Where we are required to send Tenancy Agreement documents to the HM Revenue & Customs for Government Stamping at the prevailing rate, we shall do so and charge this to your account.

4.2 Inventory & Schedule of Condition

It is necessary for a comprehensive inventory of the contents and condition of the property to be available, particularly to protect yourself under the Tenancy Deposit Service. A new inventory is required for all ingoing tenants. On a fully managed property the inventory will automatically be prepared by the time of check-in. The cost of preparing an inventory or updating and retyping an existing one will be borne by you the Landlord.

We do not provide the following services at tenancy commencement unless we are specifically advised to do so in writing.

4.3 Rent Guarantee & Legal Expenses

We are able to provide you with a costing for Rent Guarantee Insurance following the successful referencing of the applicants this will be provided by a company specializing in the provision of such insurance products. Please ask for further details.

4.4 Additional Inspections

We can carry out for you, additional inspection visits incorporating an expenditure review and maintenance plan. These will take the form of a Photographic and written report, provided to you as Landlord and comprise a comprehensive guide as to how best protect your investment, through ongoing maintenance and improvement.

4.5 Empty Properties and Void Periods

Landlords who would like us to inspect their properties while void may wish to make use of our Empty Care Service, full details of which are available on request. Landlords not wishing to use this service are strongly advised to ensure that they comply with their insurance policy requirements for vacant properties.

4.6 Pre-Letting Service and Refurbishment

For those Landlords who instruct us to let their property we can offer a range of pre-letting services ranging from house sitting to await the delivery of furniture, through to cleaning and arranging for redecoration and refurbishment. This will include in the case of major refurbishment the supply of an estimate of works. If you instruct us to undertake works to your property we will charge a 10% + vat works arrangement fee on all works undertaken.

4.7 Insurance Claims

We strongly advise that you have full insurance cover for buildings, Landlord's contents and public liability and that you advise your insurers that the property is tenanted (please see section on Empty Properties). We will submit and negotiate insurance claims where necessary and there will be a 10% +VAT fee payable to us on the value of the claim whether successful or not. We can also provide you with comprehensive quotations on all aspects of Landlord, property and contents insurances that you may need in the course of letting your property.

4.8 Court Fees, Legal Costs and Rent Tribunals

Should it prove necessary to instruct solicitors in respect of a Tenant you will be responsible for instructing your own solicitor and paying court fees and legal costs unless you have an insurance product to protect yourselves. We will liaise with your solicitors and provide information from our file as required to assist your case. We will make ourselves available to attend at court, if our presence is requested by your legal advisors, at a fee of £240 (inclusive of VAT) for the first hour and then £120 (inclusive of VAT) per subsequent hour. Should we be required to attend a Rent Tribunal on your behalf or provide evidence in respect of a Rent Tribunal Case our hourly rate will be £240 (inclusive of VAT) for the first hour and £120 (inclusive of VAT) per subsequent hour.

4.10 Forwarding of Post

We will not, unless specifically agreed, arrange to forward post on to a Landlord. You are advised to make satisfactory arrangements via the Post Office re-direction service.

4.11 Copies of Statements

You will have access to all of your monthly statements online. These are also automatically sent to you each month to your nominated email account. Any additional/duplicate statements specifically requested to our team, will incur a charge of £6.00 (inclusive of VAT) per monthly statement.

4.12 Annual Income and Expenditure Report

We can provide an Annual Income and Expenditure Report, if requested, for a fee of £72.00 (inclusive of VAT).

4.13 Annual Rent Review and service of Section 13 Notices

Under the fully managed Service we will automatically conduct an annual rent review, and where agreed, issue Section 13 Notices in respect of an increase in rent for a fee £180.00 (inclusive of VAT).

4.14 Service of Section 8 Notices

If instructed to serve a Section 8 Notice our fee will be £240.00 (inclusive of VAT).

5. GENERAL

5.1 Income Tax Liability **NON RESIDENT LANDLORDS ONLY**

Under the provisions of the Taxation of Income from Land (non-residents) Regulations 1995 (Finance Act 1995), while a Landlord may be considered non-resident for tax purposes, you still have to pay United Kingdom income tax arising from rents received in this country.

Unless you as Landlord can provide us with an "Exemption" from the HM Revenue & Customs, we will be obliged by law to deduct tax at the base rate from rents received and account to the Inland Revenue with these monies on a quarterly basis (see 'Tax Non Exempted Landlords' below). Landlords are responsible for obtaining their own "Exemption" and should note that any "Exemption" received is not transferable. It should be noted that no interest is paid to Landlords on tax retained by us prior to onward transmission. We have supplied a copy of the relevant form NRL1 with this Business Agreement for your convenience or you can go to www.gov.uk. Where a property is owned jointly, each person must apply for an approval number using separate forms and send them to HM Revenue & Customs direct or via our offices and we will forward them on to HM Revenue & Customs.

In the event that any tax liability or related costs are incurred by us, you as Landlord hereby indemnify us against all payment of tax interest hereon or penalties levied on or made by us as agents and shall pay to us any shortfall of such monies due. For those Landlords who are considered non-resident for taxation purposes and who do not hold the appropriate HM Revenue & Customs "Exemption" we will automatically submit quarterly and annual returns and prepare the final certificate at a cost of £48.00 (inclusive of VAT).

5.2 Termination of our Agreement

Our appointment is subject to 3 months' notice and a termination fee of £1,200.00 (inclusive of VAT) payable by the landlord to cease the rent processing or fully managed service. All outstanding fees and charges will be due upon notice being served to terminate our agreement. This can only take effect after a period of 12 months management has passed. We reserve the right to terminate our Business Agreement immediately and without the need for formal notice should at any time you not adhere to statutory requirements in relation to the letting or, whereby in our opinion, your conduct or actions prohibit a satisfactory ongoing business relationship.

5.3 Withdrawal from Offer

If you as Landlord instruct us to proceed with an offer and subsequently withdraw your instruction, you will be required to cover any expenses reasonably incurred by us as your Agent or the Tenant where they have committed to a credit reference.

5.4 Selling to a Tenant

If a tenant introduced by us buys the property which they are renting, or has rented within the previous 6 months, a charge will be made of 1.25% + VAT of the purchase price (subject to a minimum fee of £2,160.00 (inclusive of VAT)). This charge will be payable on completion of the transfer, regardless of whether negotiations have been carried out by us as agents or not.

5.5 Repairs (Rent Processing option)

The Landlord is obliged under the terms of the Tenancy Agreement to ensure that necessary repairs, to comply with statutory requirements, are carried out. Should you fail to meet these obligations, with the result that the Tenant withholds all or part of their rent, we reserve the right to instruct contractors at our discretion and to deduct any costs incurred from rents received as appropriate.

5.6 Commissions

Some service providers may pay us a commission for business referred to them.

5.7 Change of Ownership

In the event of a property being sold or passed on with the benefit of a tenancy, our fees will remain due and payable by the original Landlord for the duration of the agreement and holding over thereof, regardless of whether negotiations have been carried out by us as Agent.

5.8 Assignment

We reserve the right to assign or transfer the benefits of this agreement to any 3rd party subject to reasonable notice. Some services will be provided by subsidiary companies, holding companies and/or related parties/companies.

FEE STRUCTURE (ALL PRICES ARE INCLUSIVE OF VAT)

Inventory/Schedule of Condition

The cost of the inventory/schedule of condition is variable depending on the type and size of the property.

1-3 Bedroom	£171.00
4 Bedroom	£197.00
5 Bedroom	£233.00

Check-out Report	£171.00
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Court Fees and Legal Costs

Based on a reduced hourly rate per full or part thereof for attendance as required

£240.00 for first hour, £120.00 per subsequent hour

Other Fees

Copies of Statements - 12 month period - subject to minimum 6 month charge	£6.00 per month
Annual Income and Expenditure report	£72.00
Tax -Non-Exempted (Non- Resident) Landlords	
A charge per quarter/per property for submission of quarterly/annual returns/final certificate	£60.00
Each requested additional inspection carries a fee of per visit	£72.00
Serving Section 8 Notice	£240.00
Serving Section 13 Notice	£180.00
Providing Case File for Court Preparation	£240.00
Bank transaction fee	£3.00

Tenancy Documents

Statement of Terms	£150.00
Addendum Documentation	£150.00

Empty Properties/Void Periods

Charges vary dependent on the number of visits required and location of Property.

£72.00

Compliance

Deposit Protection TDS - Administration Fee	£48.00
Deposit Protection (insurance backed) – Administration Fee	£4.95/month
Deposit Protection Dispute Fee	£60.00
Anti Money Laundering Check (AML)	£30.00 pp
Tenancy Rent Review Fee including Section 13	£180.00
EPC (Energy Performance Certificate)	£99.00

Gas Safety Certificate	£89.00
Gas Safety Certificate Including Boiler Service	£175.00
Annual AML check (after initial)	£18.00 pp
EICR (Electrical Installation Condition Report)	
EICR 1 Bedroom	£173.00
EICR 2 Bedroom	£197.00
EICR 3 Bedroom	£223.00
EICR 4 Bedroom	£247.00
Selective Landlord Licence Application Administration Fee	£122.00

Insurance

Insurance Claim (percentage of overall claim)	10%
Rent Guarantee Policy (starting from per month)	£19.00

Repairs and Maintenance

Arrangement fee	10%*
*(of all invoices/works arranged by BSRE)	

CURRENT SAFETY LEGISLATION

The Gas Safety (Installation & Use) Regulations 1998 that came into force on the 31st October 1998 relating to all gas appliances, fittings, pipe work and installations, fixed or portable and be it mains, propane or calor gas.

Full information can be obtained from the Health & Safety executive but in summary the Landlord/Agent must:

Ensure that annual safety checks are made on all appliances covered under the act.

Ensure that any work is carried out by a member of the Council for Registered Gas Installers (GAS SAFE)

Ensure that a copy of the Gas Safety Record is presented to the tenant prior to the start of any tenancy and that it is renewed annually and subsequently presented to the tenant within 28 days.

Failure to comply with these regulations could mean a fine of up to £5000.

The Furniture & Furnishings (Fire) (Safety) Regulations 1988 (Amendment 1993).

In summary it is an offence to supply in the course of business any furniture to which the regulations apply unless it meets the cigarette, match and ignitability tests. This includes supply of furniture as part of a letting although does not strictly cover a temporary letting of a landlords own home, however, Berkeley Shaw interpret that a Duty of Care is owed to the tenants and a moral obligation exists to comply with legislation.

Furniture manufactured prior to 1950 is not covered by the regulations. Any furniture manufactured after March 1990 is likely to comply. The regulations apply to sofas, beds, bed heads, garden furniture where it is suitable for indoor use, scatter cushions, pillows and covers. The regulations do not apply to carpets, curtains or bedclothes.

Failure to comply with these regulations could mean a fine of up to £5000 and/or 6 months imprisonment.

The Electrical Equipment (Safety) Regulations 1994 covering all mains voltage household electrical items and they require that the supplier of such goods ensures that they are safe. This will include flexes, correct fusing and plugs. This dictates that prior to any tenancy and annually thereafter the portable appliances supplied should be checked by means of a PAT test from a suitably accredited contractor (NICEIC) and that this is reviewed annually.

(EICR) Electrical installation condition reports are now a key part of electrical safety, Landlords have the responsibility to ensure that a tenanted property has an electrical installation that is safe to use by its tenants. The Law around the EICR has now changed and will come into effect in July 2020. There will be a legal onus on all landlords to have a electrical installation condition report in place. They will have to be able to provide this to the tenant, managing agent or local authority within 30 days should they ask. The government have also laid down the law that all existing tenancies will require a EICR report by April 2021

The Smoke Detection Act 1991 requires that all new residential buildings, including conversions are to have mains operated smoke detectors installed. This is incorporated under the Building Regulations 1991 and should already be complied with in all applicable properties. It is recommended by Berkeley Shaw as best practice that in all properties offered for letting a smoke detector is present on all floors.

Section 11 of the Landlord & Tenant Act 1985 confirms that a landlord has a statutory obligation to carry out repairs in relation to the;

- i) Structure and exterior of the dwelling including drains, gutters and external pipes.
- ii) Continuance of the supply of water, gas, electricity and sanitation.
- iii) Space and water heating appliances

The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 come into force on 1 October 2022. From that date, all relevant landlords must:

1. Ensure at least one smoke alarm is equipped on each storey of their homes where there is a room used as living accommodation. This has been a legal requirement in the private rented sector since 2015.
2. Ensure a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers).
3. Ensure smoke alarms and carbon monoxide alarms are repaired or replaced once informed and found that they are faulty.

The requirements are enforced by local authorities who can impose a fine of up to £5,000 where a landlord fails to comply with a remedial notice.

CUSTOMER ACCEPTANCE AND DECLARATION
(To be completed by all Joint Owners /Landlords)

Re: _____
(full address of property)

I/We agree and confirm our instructions as follows:

That this agreement is subject to the terms and conditions printed herein and form the basis of a legally binding contract.

That I/We agree to be bound by the terms and conditions of any agreed arbitration in respect of a deposit refund.

That Berkeley Shaw let my/our property under the terms and conditions for the following service (s): (please tick as appropriate)

- ☐ Managed Service Agreed Let Fee..... Management Fee% + VAT
- ☐ Rent Process service
- ☐ Tenant Find Only

I/We _____
I/We _____

FULL names must be supplied. If jointly owned please state the names of all the owners

I/We declare that I am/we are sole/joint owner(s) of all the freehold/leasehold property as printed above and that I/we have obtained all necessary consents to enable me/us to enter into an agreement to let the above property (whether superior lessors, mortgagees or others). I/we further warrant that all the furniture/upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. Furthermore I/We confirm that we are aware of and compliant with the Gas Safety (Installation and Use) Regulations 1998 and the EICR Regulations 2021, Electrical Equipment (Safety) Regulations 1994 and the 1991 Smoke Detection Act. I/We confirm that we consent to all online checks to be completed under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and that we will supply the required Identification documentation. I/We consent to the Lettings and management agency receiving reasonable commission from 3rd parties in relation to the services provided to us in relation to the management of the property/properties.

SIGNED _____

PRINTED _____

SIGNED _____

PRINTED _____

DATED _____

PLEASE RETURN THIS COPY TO BERKELEY SHAW ALONG WITH THE LANDLORD INFORMATION AND ELECTRICAL DISCLAIMER

DISCLAIMER/LETTER OF INDEMNITY

To:
Berkeley Shaw Real Estate
The Ternary
Old Haymarket
Liverpool
L1 6ER

Re: Electrical Equipment (Safety) Regulations 1994

I/We the undersigned, acknowledge that Berkeley Shaw have informed me both verbally and in writing within their business agreement of my statutory duty under such regulations in relation to the letting of my property. In full knowledge and understanding of this advice I have not arranged or requested from my agent a safety check at my property which is to be tenanted as to the best of my knowledge the circuitry and appliances are safe to use.

I hereby agree to indemnify and hold harmless the Berkeley Shaw against all costs and expenses howsoever arising from any breach on behalf of myself/ourselves of such stated regulations.

Landlord Signed _____

Print Name in Full _____

Dated _____

Property Address in Full _____

Anti – Money Laundering Consent Form

All Parties acknowledge that that Berkeley Shaw Real Estate Limited is required to collect, verify, and retain certain personal information relating to all legal owners (Landlords) in order to comply with its obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

Berkeley Shaw Real Estate Limited will process the Landlords personal data solely for the purposes of identity verification, due diligence, ongoing monitoring, and any other activity necessary to meet its legal and regulatory obligations. Personal data obtained for these purposes will be stored securely and retained for a minimum period of five (5) years from the date the business relationship ends or the date of the final transaction, in accordance with Regulation 41(6)(a), after which it will be securely deleted unless a longer retention period is required by law. The Vendor's personal data will not be used for any unrelated purpose without lawful basis and will be handled in accordance with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

The client confirms that they consent to us carrying out identification and verification checks in accordance with our Anti-Money Laundering obligations at a cost of £30.00 per person. They understand that we are required to obtain and verify proof of identity and address, and agree to provide all necessary documentation to enable us to comply with current legislation and regulatory requirements.

Due to the changes in the Anti- Money Laundering Regulations (AML) all letting agents need to comply with the regulations; Customer due diligence (CDD) checks will need to be carried out on any new tenants and landlords on or from 10 January 2020. Also, if an existing tenancy is renewed after this date, letting agents will need to carry out appropriate checks at that point on both parties.

As a landlord registered with Berkeley Shaw please could you complete the below form and provide us with one form of ID from each the Primary and Secondary ID list.

The Cost of the AML Check is £30.00 +vat.

Full Name:.....

Date Of Birth:.....

National Insurance Number:.....

Correspondence Address:.....

Address of Rental Property:.....

I am consenting to Berkeley Shaw completing an Anti- Money Laundering Online Check on my person and property, I confirm that all of the information I have provided above is correct, I am in Agreement to the fee and will pay this directly to Guild365.

Signed:.....

Dated:.....

Primary ID

- Current Driving Licence Photo Card (UK/Isle of Man/Channel Islands and EU)
- Current Valid Passport
- Birth Certificate issued at time of birth (UK)
- Biometric Residence Permit (UK)
- Adoption Certificate (UK)

Secondary ID

- Mortgage Statement (UK or EEA) (issued in the last 12 months)
- Bank/Building Society Statement (UK or EEA) (issued in the last 3 months)
- Credit Card Statement (UK or EEA) (issued in the last 3 months)
- Financial Statement - eg. pension, endowment, ISA (issued in the last 12 months)
- P45 or P60 Statement UK - (issued in the last 12 months)
- Council Tax Statement (UK) (issued in the last 12 months)
- Utility Bill (issued in the last 3 months)
- Benefit Statement - eg. Child Allowance, Pension (issued in the last 3 months)

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