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E-mail: let@japanlet.com
Online: www.japanlet.com

Our ref: (2018) LA/

Date:

Dear

RE: PROPERTY AT

We thank you for contacting *JAPAN LETTING AGENCY*. In connection with the letting of the above property, we have pleasure in detailing our services as follows:-

Finding a Tenant - We will endeavour to secure a suitable tenant for your property by drawing on our extensive contacts within the Japanese and international communities, and those in governmental organisations, established companies and institutions.

Tenancy Agreement - We will draw up the Tenancy Agreement subject to your approval, and arrange for it to be signed so that contracts can be smoothly exchanged without undue delay.

Rent Collection - We will collect the rent on a monthly basis and the due proceeds will be transferred to your bank account by way of a Standing Order. Please refer to clause '3 - Rent Payment to Landlords' on the reverse of this letter.

Deposit Protection - We will collect and protect any tenancy deposit in a government-backed tenancy deposit scheme if you rent your property on an assured shorthold tenancy.

Utilities - At the beginning of the tenancy we will inform the gas, electricity and water companies and also local council re. council tax in writing of the change of occupancy.

References - In the case of individual lettings, we will take up employer and bank references on request before exchanging Tenancy Agreements.

Rent Reviews - The rent is normally reviewed annually subject to inflation and current rental values.

In addition to the above duties; for the clients who apply for **MANAGEMENT- I (B)*** we will send rent statements as requested also making arrangements to property maintenance and repairs. *PTO for more details.

For Terms, Conditions and Commission, please see the back of this letter which must be completed, signed and returned to us. If you have any queries, do not hesitate to contact us. We will be happy to clarify any points you wish to raise.

Again, we thank you for contacting us and look forward to a mutually beneficial relationship.

Yours sincerely

JAPAN LETTING AGENCY

JAPAN LETTING AGENCY (hereinafter referred to as 'JLA')
TERMS, CONDITIONS AND COMMISSION

(12.2020)

1. MANAGEMENT - I(A) (For Landlords who live in the Greater London area and who are responsible for any maintenance and/or repairs and/or visits and/or inspection of/to the property that may become necessary).

(1) First year commission is 9.5% + VAT of the total annual rental. Subsequent years commission is 8% + VAT of the total annual rental when tenancy is renewed/or re-issued with the same tenant (whether or not negotiated by JLA). The total amount of commission due will be deducted from the first three months' rent* received from the tenant and the balance will be paid into the landlord's bank account.

(2) In the event that the landlord goes abroad to work and/or reside then the commission will switch from that in I(A) to the Commission as outlined in I(B).

(3) In the event that the landlord is absent and family contacts incommunicable, JLA will assume the decision-making process should any problems need attending to and exercise their discretion in resolving matters, the cost of which if any will be met by the landlord together with a JLA administration fee if appropriate. It should be noted that if JLA are forced repeatedly by circumstances to remedy problems on the landlord's behalf then the commission will switch from that in I(A) to I(B).

MANAGEMENT - I(B) (For Landlords who live outside the Greater London area or are overseas).

(1) First year commission is 14% + VAT of the total annual rental. Subsequent years commission is 10% + VAT of the total annual rental when the tenancy is renewed/or re-issued with the same tenant (whether or not negotiated by JLA). This does not include property inspection. The total will be deducted from the first six months' rent*.

(2) JLA will make arrangements for any maintenance, repairs and utility matters that may arise during the tenancy, the resultant costs of which will be paid for from the float and if the float is insufficient the appropriate deduction will be made from the rent. Furthermore JLA will use its own discretion whenever necessary during the term of the tenancy, and any services required of JLA in addition to maintenance, repairs and utility matters will be charged for at a previously agreed rate.

(3.1) £200 will be retained by JLA as a float for any property maintenance or repairs that might be required at short notice. Any outstanding balance will be returned after the tenancy has ended. (3.2) Statements will be issued twice per year maximum on the landlord's request.

(4) Redirection of mail must be arranged by the landlord prior to commencement of the tenancy.

(5) The landlords with gas central heating are advised to take out a 24 hours break down service contract in order to minimise tenant inconvenience and avoid problems relating to payment of outside contractors should the hot water/central heating system fail.

(6) In the event of JLA having to process a Building and/or Contents Insurance Claim up to £3,000 and engage in consequential liaison on a landlord's behalf with insurance companies, insurance brokers and/or third parties, JLA will charge the landlord an administration fee of 20% + VAT of the claim as agreed and paid-out by the relevant insurance company. Claims exceeding £3,000 must be dealt with by the landlord unless otherwise agreed with JLA.

(7) Non-resident landlords must agree to apply for approval to receive rents with no tax deducted in accordance with HM Revenue & Customs' Non-Resident Landlords Scheme, approval will permit JLA to collect rent without tax deduction on a Landlord's rented property. If the Landlord fails to secure this approval, then UK tax laws oblige JLA, the Agent, to deduct tax from rents received and forward it directly each quarter to the Collector of Taxes, HM Revenue & Customs, this incurs an administration fee (currently £100.00 + VAT, subject to change) each time this occurs. Under no circumstances will JLA act as accountants or offer accountancy services to any landlord nor shall JLA take any responsibility for any dispute whatsoever should a taxation matter arise between the landlord and Inland revenue.

2. CHARGES (a) The information in this JLA's TERMS, CONDITIONS AND COMMISSION does not commit you to any obligation, financial or otherwise, until we have successfully secured a tenant for your property.

(b) In the event that JLA introduces a tenant(s) who enters into agreement to rent the landlord's property the commission fee is payable for any tenant introduced to the property by JLA, whether or not the tenancy is finalised by JLA. All our fees will be subject to VAT.

(c) Commission will be refunded on a pro-rata basis at the landlord's request only if the tenant/occupier terminates the Tenancy Agreement under the appropriate clause of the Agreement before the end of tenth month of the tenancy.

(d) In the event of any dispute arising between the landlord and the tenant, the commission outlined above in I(A) and I(B) does not include any legal fees relating to the tenanted property nor does it include the provision for JLA to give the landlord or the tenant any legal advice.

(e) If a tenancy agreement is terminated and a new tenant is found by us or introduced by the previous tenant, our commission will revert back to the 1st year charge rate.

(f) If the tenant/occupier wishes to buy the property JLA will charge the Landlord 1.5% + VAT of the sale price and we will act between the parties as the sale agent up to the point of completion.

(g) If the initial letting period is for less than 12 months, the commission rates do not apply and the rate will be subject to an individual negotiation, but will most likely result in a rise in commission.

(h) Tenancy deposits protected by JLA via any deposit protection scheme are charged an administration fee to the landlord each time a tenancy is renewed for a further term after the initial term, the current rate subject to change and to be confirmed at the time of renewal (currently £32.50 + VAT as of April 2017)

3. RENT PAYMENTS TO LANDLORDS - Normally rent leaves JLA's bank account on the day specified under the 'Payable' clause in the Tenancy Agreement, and the landlord should allow a few days for it to reach his/her bank account, especially if the due date falls on a weekend or Bank Holiday, when an additional two or three days should be allowed for. If for some reason rent money has not reached the appropriate bank account within five days of the due date, the landlord should contact JLA Accounts Dept at once. Please note that JLA cannot be held responsible for any inconvenience which may arise because of late rent payments, nor does it pay interest on delayed amounts. If JLA experiences difficulty in rent collection, JLA will send the Tenant two written reminders following a first telephoned reminder. If the Tenant still does not pay, thus breaching the Tenancy Agreement, JLA will recommend the Landlord seeks legal advice.

4. INVENTORY - In order to avoid any disputes between the landlord and tenant it shall be the responsibility of the landlord to appoint an independent inventory company for the check-in/out of the property. If the landlord wishes to make any claims against the deposit he/she will refer to any of the appropriate clauses including 'Deposit' clause of the Agreement.

5. TENANCY DEPOSIT PROTECTION - Assured Shorthold Tenancy deposits held by JLA will be protected in a government-authorised deposit protection scheme. The landlord must declare to JLA in advance of a tenancy commencing if ever convicted of (or have a hearing pending for) money laundering, fraud or any other financial crime, if ever refused membership of any tenancy deposit protection scheme whether insurance-based or custodial and if ever refused a licence to operate a private rented property as required under the Housing Act 2004. Failure to comply may render deposit protection invalid but continue to be chargeable.

6. GAS & ELECTRICITY SAFETY LAWS - The landlord shall comply with Health & Safety Executive's up to date Gas and Electricity Safety Regulations including Energy Performance Certificate. Under no circumstances will JLA take any responsibility for any of those certificates.

7. INSURANCE AND MORTGAGES - The landlord should ensure that their property and the contents in it are fully insured and that the insurers and mortgage lenders (if any) have been advised that the property is going to be let.

8. Keys - Collection of property keys is strictly by appointment only. We shall not hold responsibility if the landlord does not collect his keys from JLA within two months of the date that the tenants vacate the property.

9. LETTING BOARDS - The landlord ** permits/ does not permit JLA to erect a board at the property subject to the Town & Country Planning (Control of Advertisements Regulations) 1992, for the duration of its appointment unless an objection has been raised. **delete as appropriate.

I/We hereby declare that I/we have read carefully the above JLA's Terms, Conditions and Commission and which I/we agree with and accept and I/we hereby instruct JLA to act as my/our Letting Agent under Management ** I (A) / I (B). **delete as appropriate. **Prior to signing or if JLA does not hold the signed copy of this TERMS, CONDITIONS AND COMMISSION if the Landlord accepted any viewing appointment(s), with prospective tenants to your property, made by JLA, we understand that the Landlord has fully agreed to the content of this JLA's TERMS, CONDITIONS AND COMMISSION.**

Address of property to be let: _____

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____