



Terms of Business

Letting Services for Landlords 2026

ALLOW US TO INTRODUCE OURSELVES

Latham Smith isn't your typical letting agent.

Since our humble beginnings in 2014, we've grown steadily within the community we love—earning a reputation as the go-to local agent for navigating the complex world of lettings with a personal, professional touch. We're proud of the service we offer, and our clients tell us they wouldn't go anywhere else.

What started as two people with big ideas has become one of the leading letting agencies in the area, winning multiple highly recognised industry awards for customer service along the way.

But shhh... don't tell our competitors. This is how we do it:

1. ***We listen.***
Every landlord is different, so we tailor our service to fit. We're a decisive, dynamic team who aren't afraid of tricky situations—and as an independent agency, we're free to implement great ideas quickly.
2. ***We care.***
We're experienced, motivated professionals who go the extra mile to ensure our clients are happy. But don't just take our word for it—check out our Google reviews and website testimonials.
3. ***We keep improving.***
We're always looking for ways to add value, make life easier for our landlords, and deliver an exceptional customer experience.

These Terms of Business set out how we'll help you meet your responsibilities as a landlord—clearly, confidently, and with our trademark hands-on support.

Your search for a letting agent begins (and ends) here.

We look forward to working with you.

Ben & Rochelle

Fully Managed Service: 12% + VAT (14.4% inc VAT)

For total peace of mind, let us handle everything for you.

These percentages are applied to the monthly rent received only and do not include any additional charges or contractor invoices.

Or

Let Only Service: 8% + VAT introductory / Let only (9.6% inc VAT)

Payable up front at the start of the tenancy, and again on each anniversary, for as long as the tenant we introduced remains in occupation (not just for the first twelve months).

Or

Rent Collection Service – fee available upon request.

All services continue for the full duration of the tenancy, until the Tenant that Latham Smith Ltd introduced come to vacate.

Marketing Your Property

We'll list your property on portals including Rightmove and our own website, ensuring great visibility. Suitable tenants are carefully matched, affordability is confirmed, and full details discussed with you before proceeding. A holding deposit is taken before references begin.

Energy Performance Certificates (EPCs)

- We can arrange an Energy Performance Certificate for your property as required by law before marketing.

- **Standard EPC cost (up to 4 bedrooms): £120 + VAT (£144 inc VAT)**

- Larger properties (5+ bedrooms or unusually large layouts): **price on request**

- The assessor can meet you at the property, or collect keys from our office if preferred (for managed properties or where keys are already held)..

- If keys are collected, please note there **may be an additional £10 fee** charged by the supplier.

- Once completed, the EPC is valid for **10 years**. We will store a copy on your file and issue it to incoming tenants.

All prices are subject to change depending on supplier costs.

Referencing & Legal Checks

Every adult over 18 (including guarantors) undergoes:

- Employment & landlord references
- Credit checks

- **Right to Rent** verification
- **AML & Sanction checks** (UK legal requirement from 14 May 2025)

📄 **£55 + VAT (£66 inc VAT)** per applicant at the outset of the original tenancy for Managed tenancies.

📄 **£60 + VAT (£72 inc VAT)** per applicant at the outset of the original tenancy for Non-Managed tenancies.

Full reference reports are shared with you for transparency and peace of mind.

Contract & Administration

We'll prepare a **legally binding tenancy agreement**, updated with all current legislation and tailored to your tenancy. Even more important from 1st May 2026 as this agreement will be the same throughout your entire tenancy.

📄 **£200 + VAT (£240 inc VAT)** at the outset of the original tenancy for Managed tenancies.

📄 **£250 + VAT (£300 inc VAT)** at the outset of the original tenancy for non-Managed Tenancies.

Tenancy Progression & Deposit Holding

We manage everything from reference approval to move-in:

- Cleaning & inventory bookings
- Final Right to Rent checks
- Full compliance paperwork
- Collection of first month's rent + five-week deposit
- Tenancy Agreement signed before move-in (in line with new Renters' Rights Reform Act)
- Move in pack to your Tenants with gifts and all compliance documentation

🏠 We lodge the deposit with the **DPS Insured Scheme** and draw up and issue the **Prescribed Information** to the tenant.

👛 **£60 + VAT (£72 inc VAT)** at the outset of the original tenancy for Managed tenancies.

👛 **£70 + VAT (£84 inc VAT)** at the outset of the original tenancy for non-Managed tenancies.

For Let Only and Rent Collection landlords, we will register the deposit, but all end-of-tenancy negotiations and deposit dispute handling remain the landlord's responsibility.

Full Rent Collection Service – Only included for Fully Managed Tenancies

We handle rent collection with efficiency, professionalism, and transparency. Here's what's included:

-  **Standing Order Setup**


We provide tenants with a Standing Order Mandate and all required payment details.

-  **Receiving and Forwarding Rent**

Rent is received on your behalf and forwarded to your nominated bank as soon as possible. Please allow up to 10 working days. Any disputed payments will be handled without prejudice to final clearance.

-  **Monthly Statements**

As part of your managed service, you will receive clear monthly statements by email showing rent received and any deductions.


 **Paper copies:** £10.00 + VAT (£12.00 inc VAT) per statement.

-  **Arrears Alerts**

We'll notify you promptly if your tenant falls into arrears or breaches their tenancy agreement.

-  **Legal Support (if needed)**

Should legal action be required, you are responsible for instructing your own solicitor. If you would like us to assist:


 Our charge: based on time spent starting from **£60 + VAT (£72 inc VAT)** per hour, or part thereof, subject to change based on time and complexity.

-  **Rent Demands & Section 8 Notices**

We handle all tenant liaison regarding rent, including issuing emailed rent demands, making follow-up telephone calls, and preparing rent arrears schedules where required. If appropriate, we can also arrange affordable payment plans with your tenant. Section 8 notices will be served in accordance with your instructions and all legal requirements.

-  **Court Attendance**

If a Latham Smith Ltd representative is required in court:

 **£100.00 + VAT (£120.00 inc VAT)** per hour, per person (usually two attendees). An amount of £500 + VAT (£600 inc VAT), will be taken in advance from the Landlord prior to attendance in court.





Property Visits - Only included for Fully Managed Tenancies

We carry out regular visits, where possible, to your property and report any issues requiring your attention.

-  **Condition Reports**

We'll flag obvious disrepair or defects and arrange works (with your approval).

 Please note these are not structural surveys.

-  **Works Under £300 (excluding VAT)**
Minor works up to £300 + VAT (£360 inc VAT), where required, will be actioned without delay using our trusted contractors.
 -  **Additional Inspections**
If you'd like extra inspections outside the regular schedule:
 **£60 + VAT (£72 inc VAT)** per visit.
 -  **Lifestyle Issues**
While we can't dictate how tenants live; we'll notify you if we believe their behaviour poses a **health or environmental risk**.
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Authority to Sign

For all fully managed properties, **Latham Smith Ltd is authorised to sign** tenancy agreements and related documents on your behalf, unless you notify us otherwise in writing.

Rental Offers

We use our experience to assess applications, and handle offers professionally and in full compliance with the new Renters' Rights Act. As part of this:

- **All applicants must be considered fairly and without discrimination.** We cannot refuse or ignore an application based on protected characteristics, income source, family status, benefit status, or use of a lawful guarantor.
 - **Failure to follow these rules can result in civil penalties of up to £7,000 for agents or landlords,** with higher fines for repeated breaches.
 - We will put forward suitable applications for your approval wherever time allows.
 - If we cannot reach you in time, we may accept offers on your behalf to avoid losing a strong applicant.
 - All references will be carried out in accordance with the new legislative requirements.
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Repairs & Maintenance Authorisation - Only included for Fully Managed Tenancies

- Emergency repairs (e.g. leaks, loss of heating/hot water, electrical issues, or anything affecting safety or legal compliance) will be carried out immediately, even if the cost exceeds the standard authorisation limit. We will notify you as soon as reasonably practical.
- Repairs exceeding £300 + VAT will only be instructed once we have contacted you and obtained approval. However, if we are unable to reach you and the issue risks damage or non-compliance, we may act in your best interests to protect the property.

We will endeavour to provide an estimate for **repairs above £300 + VAT**, and we will seek your instruction unless the delay risks breach of legal obligations or damage to the property.

For Let Only Clients:

If the **tenant** exercises a break clause:

- Letting fees will be **refunded on a pro-rata basis** from the later of:
 - the date they vacate, or
 - the date the break clause becomes active
(*subject to a minimum 6-month term*)

If **you**, the landlord, choose to end the tenancy early:

- Commission is **non-refundable**, and you may seek to recover fees from the tenant where appropriate.

If a tenant vacates legally due to **your breach of obligations**, **Latham Smith Ltd will not refund commission**.

Agent of Necessity - Only included for Fully Managed Tenancies

If we are unable to contact you, and urgent works are needed, **we may act as your agent of necessity** and instruct works to protect your property or legal position.

You agree to fully reimburse us for any shortfall beyond rent held, if required.

Management Bill Surcharge

Where we arrange works outside standard management duties, a **10% + VAT (12% inc VAT)** surcharge will apply to the total contractor invoice.

This covers administrative time, coordination, and payments, and will be included in quotes sent for your approval.

Contractors - Only included for Fully Managed Tenancies

- Contractors are engaged **on your behalf**, whether appointed by us or by you.
- We cannot accept responsibility for the quality or outcome of their work.
- If you have preferred contractors, provide their full details **before the tenancy starts** via the Management Form.

⚠ Contractors must be suitably qualified. In emergencies or if your contractor is unavailable, **we reserve the right to use our own trusted professionals.**

🔔 Notification of Defects

We maintain an **emergency phone line available outside of office hours**, supported by a team of **qualified and insured contractors** on standby year-round. This ensures tenants can report urgent issues immediately, allowing us to arrange swift and effective resolution.

👤 Right to Rent Checks / Immigration Act

Under the Immigration Act 2014 (effective from 1st February 2016), landlords are legally responsible for confirming that all tenants have the legal **Right to Rent** in the UK.

- Latham Smith Ltd will carry out **initial Right to Rent checks** for all tenants during the referencing process, regardless of the service level selected.
- We will verify and retain copies of passports, proof of address and immigration documentation at move-in.
- For all **Managed Properties**, we will also complete any **required follow-up checks**.
- For **all other** services outside of Full Management, it is the **Landlord's sole responsibility** to carry out ongoing Right to Rent checks.

Important: Any penalties or Home Office fines for non-compliance remain the **Landlord's legal responsibility**. Current fines are up to **£10,000 per tenant** for first offences, and **£20,000 for repeat offences**. Latham Smith Ltd accepts no liability for any subsequent issues arising from Right to Rent checks regardless of service levels instructed.

🔧 Insurance Claims - Only included for Fully Managed Tenancies

If we believe an insurance claim may be appropriate, we will inform you and await your instruction.

- Any insurance-related work we coordinate on your behalf will incur an **administration fee of 10% + VAT** of the claim amount, with a **minimum charge of £150 + VAT (£180 inc VAT)**.
 - Please note: Most insurers require that the **contractor's invoice is paid in full before** they release payment to you.
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📅 Tenancy Anniversaries & Rent Reviews for all tenancies

Each tenancy anniversary is an opportunity to review:

- The **rental value**, based on market trends

- The **condition of the property**, including any suggested upgrades or refurbishments

There will be a fixed annual administration fee of £275 + VAT (£330 inc VAT) for all Fully Managed Tenancies and £325 + VAT (£390 inc VAT) for all other service levels, which includes:

- Notifying you, the landlord of the initial 12-month period ending (sent 2.5 months before the end of the initial twelve-month term)
- Drawing up and serving the Section 13 notice to formalise any rental increase (the **ONLY** way rental can be increased)
- Notifying the DPS of any changes where required
- Carrying out ongoing AML checks
- Checking that all compliance and safety documentation is up to date
- Serving all new Renters' Rights Reform Act compliance documents to each tenant
- Carrying out any future contractual obligations

The fixed annual fee administration, chargeable on the annual anniversary of every tenancy, includes **up to 4 AML checks** at no additional cost.

Any tenancy requiring more than 4 checks will incur an additional charge of **£25 + VAT (£30 inc VAT) per additional check**.

This fixed administration charge falls under our standard fee variation policy and may increase by up to 10% + VAT annually without prior authorisation.

Any other relevant charges will be priced accordingly.

Your annual/monthly commission charges continue as previously agreed for the full duration of the tenancy.

Please Note: Interest at **8% above the Bank of England base rate** may apply to any overdue fees unpaid after 14 days.

Deposit Holding/Dispersal

- Latham Smith Ltd will collect a five-week security deposit from your tenants and register this with the DPS Insured Scheme in full compliance with current legislation.
- We will ensure all prescribed information and statutory documentation relating to the deposit is served correctly within the legal timeframes.
- At the end of the tenancy, we will review the check-out report, negotiate on your behalf, and agree any deductions with the tenants (**Only included for Fully Managed Tenancies otherwise this is the responsibility of a Landlord**).

- Once deductions have been agreed, we will process the deposit release through the DPS Insured Scheme and ensure funds are apportioned correctly to both parties.

⚠️ Tenants agreement to deductions must be obtained before any deductions are made, and no contractor work can be funded from the deposit until this agreement is reached.

For disputes, we follow the guidelines and procedures of the **Deposit Protection Scheme's independent case examiner.**

⚠️ Key Legal Notes for Managed Tenancies

- We must notify your tenant within 10 days of check-out if a landlord intends to make deductions. We can then obtain quotes for any necessary works and return the deposit within 30 days.
- As we manage your property, we'll handle this entire process
- Deposits must be protected within 30 days of receipt or tenancy start
- Failure to protect the deposit or issue prescribed info at the start or at key stages of the tenancy can result in:
 - Inability to serve Notice to your tenants
 - Court claims from the tenant for up to 3x the deposit amount

Don't leave it to chance — let us handle this entire legal requirement for you.

📄 Inventory and Schedule of Condition

We will arrange for the preparation of a **detailed inventory** with Schedule of Condition and a **formal check-in**, with an independent, impartial and professional inventory clerk, for all Tenancies, which includes:

- The clerk meeting the new tenants at the property on move in date
- Handing over keys
- The logging of gas, electricity and where possible meter readings, with photos of these
- The checking of all CO and smoke alarms to comply with legalities relating to these
- Reviewing the inventory with the Tenants
- Providing all legally required documentation, to the tenants, that we have prepared including:
 - Gas Safety Certificate
 - Energy Performance Certificate (EPC)
 - Electrical Installation Condition Report (EICR)

- Signed Tenancy Agreement
- Prescribed Information Form
- Additional compliance paperwork

This process is carried out by our **dedicated independent inventory clerk** to ensure impartiality and professional standards.

- Inventory clerks **will not move heavy items**, enter lofts, or test gas/electrical appliances.
- If the clerk feels **personal safety or health is at risk**, they will abandon the appointment and return only once it is safe to do so.
- Costs vary depending on property size/number of rooms. Prices upon request and are subject to change.

Outgoings - Only included for Fully Managed Tenancies

Latham Smith Ltd is happy to pay **regular property outgoing**s on your behalf from the rent received. These may include:

- Ground rent
- Buildings insurance premiums
- Service or maintenance charges
- Interim utility bills
- Council tax or shared expenses

You must instruct the relevant parties (insurance providers, local authority, utility companies, block managing agents, etc.) to send all bills directly to us.

We will do our best to query any obvious discrepancies. However, unless otherwise specified, we will assume these invoices are valid and **we are entitled to pay them without question**.

- We are not responsible for verifying the adequacy of insurance cover or for validating service/maintenance charge demands.
- It is your responsibility to provide **written instructions** regarding any premiums you wish us to pay.
- If an outgoing is urgent or requires fast payment, you may wish to **settle this directly**, as we can only pay invoices **once rental funds have cleared**.
- A minimal administrative charge of **£5 + VAT (£6 inc VAT)** applies per bill paid on your behalf.

Important: If a bill exceeds the rent held, we cannot cover the shortfall. In this case, we will:

- Request that you pay the bill directly, or
- Ask you to transfer funds to us in advance.


We cannot set up Direct Debits. If a Direct Debit is needed, please make your own arrangements. **Latham Smith Ltd accepts no liability** for unpaid or delayed invoices due to insufficient landlord funds.

Tax Management & Non-Resident Landlords

If you live in the UK, you are responsible for declaring rental income to HMRC and paying any applicable tax.

If you live **outside the UK for six or more months**, you are classed as a **Non-Resident Landlord (NRL)**. In that case:

- We (or your tenant, in Let Only cases) are required by law to deduct tax at source unless you provide us with an **Approval Certificate from HMRC** under the **Finance Act 1995**.
- You can apply for approval using the **NRL1 form** and quoting our reference number (provided on request).

 More info: <https://www.gov.uk/government/collections/non-resident-landlords-detailed-information>

HMRC Contact:

Inland Revenue, Centre for Non-Residents
Unit 362, St John's House, Merton Road
Bootle, Merseyside L69 9BB
Tel: 0151 472 6208/9

Please use our agent code: **NA055700** when prompted.

If no valid certificate is received, we must deduct **20% tax** from the rent and forward it to HMRC quarterly. We do not pay interest on this money. If your final tax liability is lower, you will need to reclaim the difference directly from HMRC.

If you move abroad during the tenancy, please notify us and provide the contact details of your accountant or tax adviser.

If you are not accepted into the Non-Resident Landlord Scheme, an **administration fee of £400 + VAT (£480 inc VAT)** per annum will apply for submitting tax payments to HMRC on your behalf.

What's Not Included in Our Full Management or Rent Collection Services

 **Post Forwarding**

We do not arrange for the redirection of post. Please set this up with Royal Mail or leave stamped addressed envelopes and request the tenant's help (politely) if you'd like mail forwarded. Tenants are not obligated to do this.

Improvements & Replacements

Our standard service remit includes the coordination of **repairs**, not property **improvements** or **refurbishments**. If you request us to purchase and install items (e.g., white goods, fixtures), an additional charge applies:

- **10% + VAT** of the supplier invoice,
- Minimum charge **£25 + VAT (£30 inc VAT)**.

End of Management

Our management service **ends with the tenancy**. If you need us to manage the property while vacant, please refer to **Vacant Property Management**.

To terminate our management service, **either party must provide one month's written notice**.

Miscellaneous Property Attendance

We do not routinely attend the property to give access to tradespeople, delivery teams, etc. If access must be arranged, a charge of **£60 + VAT (£72 inc VAT)** per hour (or part hour) applies and depends on our availability.

Smoke & Carbon Monoxide (CO) Alarms

It is the **landlord's legal responsibility** to install and maintain the correct number and placement of working alarms.

- **Smoke alarms** are required on every floor, including entrance levels (e.g., maisonettes).
- **Carbon monoxide alarms** must be on **every floor with a habitable room**, including landings.
- CO alarms should be **installed 1–3 metres from the source of CO** and at **head height**.

Prior to handing over your property to Latham Smith Ltd, do check and document all alarms yourself.

- Once let, we will replace any non-functioning alarms if reported by tenants and charge accordingly.
- The **Inventory Clerk** will test alarms at check-in and record findings on the inventory report.

Rent Guarantee Policy

Tenant referencing is one of the most important (yet often overlooked) aspects of securing reliable tenants. Even the best tenants can fall on hard times — most rent defaults arise not from refusal but from **life events** such as job loss, relationship breakdown, or long-term illness.

We offer a **12-month Rent Guarantee Policy** (price available on request as underwriter rates fluctuate), which includes:

- **Nil excess**
- **Legal cover up to £100,000**
- **Eviction cover**, including most legal costs and unpaid rent
- **Continuation of cover** at no extra charge if fully referenced tenants are replaced mid-policy

The policy is attached to the **property**, not the specific tenant, provided all tenants pass referencing and are approved by our referencing agency.

Types of Tenancy

Assured Periodic Tenancy (previously Assured Shorthold Tenancy (AST))

From 1st May 2026, this is the **default and most common tenancy type**, governed by the **Housing Act 1988 (as amended 1996 & 2025)**.

We ensure our tenancy agreements are updated regularly and designed to give you maximum legal protection.

Non-Housing Act Tenancies

These tenancies fall **outside the Housing Act 1988** and include:

- **Company lets**
 - **Second homes** (e.g. weekday accommodation)
 - **Resident landlords** (you live in the same building)
 - Properties where **rent exceeds £100,000** per annum or is **below £1,000** per annum
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Break Clauses

As all tenancies from **1st May 2026** will automatically become Periodic Tenancies, agreed break clauses will become invalid.

Under the new regime, tenants will be able to serve two months' notice from the start of the tenancy, with notice usually required to end on a rent due date. In practice, this means a tenant could lawfully leave as early as around three months into the agreement, although in most cases tenancies last significantly longer.

Possession Grounds from 1 May 2026 (Simple Summary)

From **1 May 2026**, the Section 21 “no-fault” route will end. All evictions must instead rely on one or more of the **newly updated 37 grounds for possession** under Section 8.

To keep this simple and clear, the grounds fall into the following main categories:

1. **Landlord Sale or Moving In**

You may regain possession if you are selling the property or if you (or a close family member) need to move in as your main home.

Notice period: usually 4 months.

2. **Mortgage / Lease Requirements**

If a lender requires vacant possession or a superior lease end, you may serve notice.

Notice period: usually 4 months.

3. **Serious Rent Arrears & Tenant Breach**

Includes 3 months’ arrears, persistent late payment, property damage, anti-social behaviour, illegal activity, false statements, or the tenant losing their Right to Rent.

Notice periods vary, commonly from 2 weeks to 4 weeks.

4. **Supported / Specialised Accommodation Grounds**

Where the tenancy exists for a specific purpose (employment-linked homes, student lets, ministers of religion, etc.).

Notice periods vary depending on the ground.

5. **General Breach of Tenancy**

Covers situations such as breach of terms, poor conduct, or behaviour affecting neighbours.

Most require 2 weeks’ notice and depend on the court’s discretion.

6. **Other Technical Grounds**

These include situations such as redevelopment, failure of the tenant to live at the property as their main home, or other legal/administrative requirements.

Note:

Different grounds come with different notice periods — ranging from **2 weeks** for the most serious breaches, to **4 months** where the landlord is selling or moving in.

Courts will assess the evidence for the specific ground used.

Prices for serving a Section 8 notice to your Tenant will be priced accordingly to grounds required and could include solicitors’ charges. Quote will be provided as required.

Utility Management – Help the Move

We use **Help the Move**, a utility switching and notification service, to ensure a smooth transition between tenancies. This includes:

- Recording meter readings at check-in and check-out
- Registering tenant and landlord details with utility providers
- Ensuring continuous energy supply to the property

You authorise us to pass your name and contact details to:

- **Help the Move / Ovo Energy** for registering electricity/gas meters and administering your account
 - **Local authorities** for council tax notifications
 - **The water supplier**, who may contact you about services and products
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Arranging your Check Out

If your tenancy is ending, we'll issue the tenant with a **checkout information booklet**, including information such as:

- Check-out date and time
- Legal **Notice Requiring Possession**
- Check-out obligations based on the inventory and schedule of condition utilising inventory clerk
- Prices based on property size/number of bedrooms – please request cost for this at the time of check out, as subject to change

Once the checkout is complete:

- The report is shared with all parties
- If **not Fully Managed**, it's your responsibility to:
 - Gather quotes
 - Notify your tenant of any deductions
 - Handle the deposit return in line with DPS guidelines (usually within 10 working days, maximum 30 days)

We'll assist wherever possible to ensure a **fair and efficient outcome**.

Third-Party & Re-Introduction Clauses

- If a **former tenant re-rents** the property from you **within 12 months**, a **continuation of tenancy commission of 6% + VAT (7.2% inc VAT)** will be payable to Latham Smith Ltd, for the duration of that new tenancy.

- If a **Latham Smith-introduced applicant** takes up a tenancy in **any other property owned by you within 12 months**, a **commission of 6% + VAT (7.2% inc VAT)** applies on the full tenancy term — even if we do not negotiate the let.
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Withdrawing from an Agreed Offer







If you withdraw from a let after an offer has been accepted but before the tenancy begins — or if a tenant fails referencing for any reason other than a Right to Rent check, or where they have provided false or misleading information resulting in forfeiture of their holding deposit — you remain liable for any costs incurred. These may include, but are not limited to:

- **Tenant references**
- **Deposit lodging costs**
- **Additional charges may apply where further work has already been carried out**

Additional Surcharges

Latham Smith Ltd can arrange additional services not included within the standard letting fee. These may incur an administration surcharge — quotations available upon request.

Examples of additional services include:

-  **Pre or post tenancy cleaning of the property**
-  **Inventory organisation**
-  **Gardening services**
-  **Re-decoration work**
-  **Energy Performance Certificate (EPC)**
-  **Landlord safety certificates & boiler services**

For non-managed properties, a property inspection with written report can be arranged for: **£60.00 + VAT (£72.00 inc VAT)**.

Attendance at Property

Outside of our routine Fully Managed Service, if you request Latham Smith Ltd to attend the property for any of the following, a call-out fee of:

£60.00 + VAT per hour (£72.00 inc VAT) applies.

Applicable for:

- **Access for tradespeople or deliveries**
- **Attendance with police or insurance representatives**

- **Locksmith visits**
- **Any other miscellaneous duties**




Please note: We are not surveyors. Any feedback provided is our opinion only and not a professional, formal assessment.

Changing Your Mind

By default, we will log your Tenants deposit in the DPS Insured Scheme. If you later decide to use an alternative scheme *after* tenancy drafts have been prepared, an admin charge of: **£100.00 + VAT (£120.00 inc VAT) will apply to amend the documents.**

Important Information

If you have chosen to register the deposit using **your own scheme**, and have provided us with confirmation, you must:

-  **Notify Latham Smith Ltd** of the tenancy clauses required for your chosen scheme
-  **Provide the tenant** with the relevant *Prescribed Information* directly, within **30 days** of the tenancy start date along with all compliance required
-  **Protect the deposit** with the relevant scheme (DPS Custodial Scheme, MyDeposits, etc.) within **30 days** of receipt or tenancy commencement

 **Failure to comply** with any of the above means:

- You **cannot legally serve a notice** to regain possession
 - You may face a **court fine of up to 3x the deposit amount**
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The Rent


Unless otherwise agreed, rent received by Latham Smith Ltd on your behalf is assumed to be **inclusive of landlord liabilities**, including:

- Ground rent
- Service charges
- Buildings insurance

Rent **does not cover**:

- Gas
- Electricity
- Water

- Telephone line rental
- Council tax
- Independent heating systems

 If you pay water rates via your service charge and want this passed to the tenant, please notify us so the relevant clause is added to the tenancy agreement.

Rent Remittances



Tenants are requested to pay rent by **standing order**. While preferred, this **cannot be legally enforced** if the tenant chooses another payment method — only non-payment or late payment can be pursued through legal channels.

For all Managed properties:

- Rent is forwarded to you as soon as possible
- Please allow **up to 10 working days** for transfer, though we aim for same-day payment upon receipt
- Funds are sent **without prejudice to final clearance**

Important – Payments After a Breach

If a tenant breaches their tenancy terms, continuing to accept payments *as rent* may be interpreted by a court as you having waived the breach.

-  **Let Only & Rent Collection Landlords**
You must notify the tenant immediately in writing, using appropriate legal wording, that any further payments will be treated as **mesne profits** (payment for use and occupation only — not rent) until the breach is resolved.
Failing to do so may weaken your position if you later need to seek possession.
 -  **Fully Managed Landlords**
Latham Smith Ltd will handle all communication and legal wording with the tenant on your behalf.
We will ensure payments are correctly classified and the breach is formally preserved, protecting your ability to rely on the appropriate possession grounds if needed.
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Tenancy Agreement

Unless you instruct us otherwise, we will prepare a **standard Latham Smith Ltd tenancy agreement**, compliant with current legislation.

If you choose to use a solicitor-drafted agreement:

- You are responsible for the solicitor's fees

- A **review fee of £150.00 + VAT** (£180.00 inc VAT) is payable to Latham Smith Ltd for our duty of care in reviewing, advising, and administering the agreement
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Solicitor Involvement & Legal Proceedings



Instructions of Solicitors

If legal action is required due to rent arrears or breaches, we can assist, but you remain legally responsible for:

- Instructing your own solicitor
- Covering all related legal costs

Courts and Tribunals

Attendance at rent tribunals or legal hearings (e.g. Fair Rent applications, Rent Assessment Committees, Court proceedings) is by prior arrangement only and is charged as follows:

-  £60.00 + VAT **per hour per person** in attendance (£72.00 inc VAT)
 -  £60.00 + VAT (£72.00 inc VAT) for **preparation of paperwork** or legal/arbitration admin support
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Ownership of Property

Authority to let the property must be obtained from any joint owners, who should be named on the tenancy agreement — either within a rider document or by signing the tenancy agreement directly.

Title Deeds or a Solicitors Letter needs to be provided to Latham Smith Ltd as proof of ownership of the rental property.

If You Sell the Property

If you sell the property with tenants in situ, **Section 3 of the Landlord & Tenant Act 1985** requires that you **notify the tenant in writing** of any change of ownership, including the **new landlord's contact details** for service of notices.

This must be completed **within 2 months** of the change of ownership, otherwise **you remain liable** for your obligations as landlord under the tenancy.

If you wish Latham Smith Ltd to prepare and serve this notification to the tenant, there is a **charge of £180.00 + VAT (£216.00 inc VAT)**.

Selective and Mandatory Licensing Schemes

If your property is in a local authority area where **licensing is required** (mandatory, selective, or HMO), it is **your responsibility** as landlord to:

- **Apply for the licence**
- **Pay all associated fees**

Latham Smith Ltd accepts **no liability** for fines or penalties incurred for non-compliance. All legal and financial responsibility for licensing remains with you as the landlord.

Water Charges & Tenant Liability

Under the **Flood and Water Management Act 2010**, if a tenant leaves without a UK forwarding address or an unpaid water bill, **you remain liable**.

If your property is not managed by Latham Smith Ltd, you are advised to:

- Request proof of final water bill payment
- Retain part of the deposit if needed

Latham Smith Ltd does **not finalise water accounts** on your behalf, regardless of service level.

Landlord & Tenant Act 1987 – Section 47 & 48 Compliance

We are legally required to include your full name on all tenancy documents.

In addition, the law requires that tenants are provided with an address in England or Wales at which notices may be served.

If you live outside England or Wales, we will:

- Use our management office address as the address for service of notices for the duration of the tenancy
- Receive and forward any notices to you promptly
- Act only as your agent — use of our address does not transfer landlord liability to us

If you prefer to provide an alternative address in England or Wales, please advise us before the tenancy begins.

Landlord & Tenant Act 1985 – Sections 1 & 2: Landlord Address Requirements

Under Sections 1 and 2 of the Landlord & Tenant Act 1985, tenants have a legal right to request your actual residential address (wherever you live in the world).

If a tenant makes this request in writing, you must provide the information within 21 days.

! Failure to do so is a criminal offence and may result in:

- A fine of up to **£2,500**

If the landlord is a limited company, the tenant may also request the:

- Full names and addresses of all directors, and
- The company secretary (if applicable)

These must also be provided within 21 days, or the same fine may apply.

Notice for Company Tenancies and Other Non-Housing Act Agreements

For:

- Company tenancies
- High rent tenancies (over £100,000/year)
- Resident landlord scenarios
- Pied-à-terre arrangements

The tenancy ends by **effluxion of time** (i.e. at the end of the term). Although formal notice is not legally required, **reasonable notice** should still be given — typically **one month**, or in line with any **break clause**.

If the agreement becomes periodic and no renewal is signed, the landlord must serve a **Notice to Quit** with one full period's notice.

Variations to Fee Structure

Latham Smith Ltd reserves the right to update the terms of this agreement and its fees **annually**. If prices increase by less than 10% + VAT, we will not request prior authorisation. If higher than 10% + VAT, you will receive:

- Written notification
- **Minimum 30 days' notice** of any amendments

If you wish to decline changes, please notify Latham Smith Ltd in writing at:

 Latham Smith Ltd
10 Grosvenor Court
Mayfare
Croxley Green
Hertfordshire WD3 3DH






Or email us at lettings@lathamsmith.co.uk

 Response required within **14 days** of receipt.

Anti-Money Laundering (AML) Checks – Effective from 14 May 2025

Letting agents across England & Wales are now required to comply with updated **AML regulations**. This includes:

Key Requirements

-  **Customer Due Diligence (CDD):** Required for landlords, tenants, guarantors, and permitted occupiers
-  **HMRC Registration:** Letting agents must be registered
-  **Sanctions Screening:** All parties screened against the UK's financial sanctions list
-  **Reporting:** Any suspicion or breach must be reported to OFSI (Office for Financial Sanctions Implementation)
-  **Trigger Point:** AML checks begin once a tenant's offer is accepted

Your Compliance Obligation

Latham Smith Ltd have integrated these checks into day-to-day operations and maintain records in line with regulatory standards.

◆ Private Rented Sector Landlord Ombudsman (PRS Ombudsman)

Under the upcoming Renters' Rights Act reforms, all landlords will be required by law to join the new Private Rented Sector Landlord Ombudsman. This is a statutory obligation on landlords, not agents.

Latham Smith will provide guidance and notify landlords when registration becomes mandatory. Once the government publishes the full registration process, requirements and associated costs, we will update you accordingly.

Please note: Membership and fees for the Ombudsman will be payable by the landlord.

◆ Property Portal / Landlord Database

The new legislation will require all landlords to register their properties on a central government Property Portal. This will become a legal requirement before a property can be marketed or re-let.

We will remind landlords when registration becomes compulsory and assist with guidance where needed. The formal process and costs have yet to be confirmed by the government, and you will be notified once full details are released.

All associated registration fees for the Property Portal will be payable by the landlord.

As soon as the government confirms the exact process and costs, we will build these steps into our standard workflows for managed properties and guide our non-managed landlords through what they need to do.

Complaints Procedure


We aim to provide the highest standards of service at all times. However, if you feel something has gone wrong, we welcome the opportunity to resolve the matter promptly and fairly.


Step 1 – Submit Your Complaint in Writing

Please address your written complaint to either of the following:

Rochelle Latham

Managing Director

 Rochelle@lathamsmith.co.uk


 Latham Smith Ltd, 10 Grosvenor Court, Mayfare, Croyley Green, WD3 3DH

or

Ben Smith

Director








 Ben@lathamsmith.co.uk

 Latham Smith Ltd, 10 Grosvenor Court, Mayfare, Croyley Green, WD3 3DH

Pre-Instruction Landlord Checklist

Before we can proceed with marketing or letting your property, please ensure the following documentation and items are provided:

Documents Required:

-  **Energy Performance Certificate (EPC)**
-  **Verification of all property owners.** All Landlords agree to complete the simple verification service prior to marketing
-  **Photo ID** for all landlords (Driving Licence or Passport – must be certified by a solicitor or professional if we have not met you in person)
-  **Proof of Address** – Utility bill for all landlords (dated within the last 3 months)
-  **Proof of Ownership** – Title Deed or a Solicitor’s letter confirming ownership of the property
-  **Mortgage Consent to Let** – Written permission from your mortgage provider
-  **Superior Lease (if applicable)** – A copy of your lease

- **Authority to Sub-Let** – Written permission from your superior leaseholder (if applicable)
- **Building & Contents Insurance** – A copy of your current policy documents
- **Gas Safety Certificate** – Valid certificate covering all gas appliances
- **Electrical Installation Condition Report (EICR)** – Valid and satisfactory report
- **Instruction Manuals** – For all appliances (to be left at the property for tenant use)
- **Key Sets** – One set per tenant introduced by Latham Smith Ltd, plus an additional set for our office (for fully managed properties only)
- **Furniture & furnishings comply with safety regulations**
- **Compliance with the Fitness for Human Habitation Act**
- **Legionella Risk Assessment** – In compliance with the Health and Safety Executive’s Code of Practice, landlords are strongly advised to carry out a Legionella risk assessment, especially if the property includes open water tanks, cooling systems, or a swimming pool.

By signing these Terms of Business, the landlord acknowledges their responsibility for tenant safety at the premises and confirms they have considered all risks relating to Legionnaires’ Disease.

Property Information Required for Marketing

Please tick the appropriate boxes and complete all relevant sections:

- **Sky Dish Installed?** YES NO
- **Cable Available?** YES NO
- **Broadband Installed?** YES NO

Provider: _____

- **Can Tenants Install a Sky Dish?** YES NO
- **Is the Loft Insulated?** YES NO
- **Is the Loft Boarded?** YES NO

- **Location of Internal Stopcock:**

- **Is Loft Accessible for Tenants’ Use?** YES NO
- **Allocated Parking Space?** YES NO Details & Space No: _____
- **Property Floor (if not a single dwelling):** _____

- **Water Meter Present?** YES NO Location: _____

- **Gas Supply Present?** YES NO Meter Location: _____

- **Access Code for Development (if applicable):** _____
- **Communal Areas Under Block Management?** YES NO
If yes, Management Company: _____
- **Alarm System Installed?** YES NO Code: _____
Service Contract in Place? YES NO
- **Council Tax Band:** _____
- **Any Issues with Mobile Signal/Coverage?** YES NO
- **Any Other Relevant Information (e.g., cladding, flood risk, lease issues):**

- **Are All Smoke & CO Alarms Present, Working, and In-Date for Compliance?**
 YES NO

Declaration and Acknowledgement

Please tick to confirm:

- I / We have read and fully accept these Terms of Business and agree to be bound by the terms contained herein.
- I / We instruct Latham Smith Ltd to provide the services indicated and agree to pay the fees stated upon demand.
- I / We are the sole owner(s) of the freehold / leasehold interest in the property.
- I / We will notify Latham Smith Ltd immediately of any changes to my/our situation, ownership, or contact details.
- I / We agree these Terms shall apply to all tenancies, renewals, and periodic agreements until mutually terminated in writing.
- I / We authorise Latham Smith Ltd to accept appropriate offers and conduct referencing on our behalf in line with our instructions.
- I / We understand that unpaid fees after 14 days will incur interest at 8% above the HSBC base rate.

Consumer Protection & Legal Compliance

- I / We confirm there are no planned repairs, works, or known property issues affecting the letting unless otherwise disclosed.
- I / We understand Latham Smith Ltd may vary terms with 30 days' notice, and I / we have 14 days to comment.

- I / We understand tenancy contracts become legally binding only once signed and dated by all parties.
- I / We authorise Latham Smith Ltd to retain and share personal information with relevant parties unless otherwise stated in writing.
-

Marketing & Fee Liability

- I / We understand that all fees are due in full upon commencement of tenancy, including any tenant introduced via Latham Smith Ltd or by an existing tenant previously introduced.
- I / We understand we are liable for fees even if another agency negotiates the tenancy, provided the initial introduction came from Latham Smith Ltd.
- I / We understand the implications of multiple agency marketing and will notify all parties once a holding deposit is accepted.
-

Water Rates & Final Billing Responsibility

- I / We acknowledge liability for unpaid water charges if the tenant leaves without providing a UK forwarding address or final payment.
- I / We understand that Latham Smith Ltd is not responsible for settling or verifying final water bills or meter readings.
-

Declaration Questions

Please tick **YES** or **NO** for each:

1. Have you or any joint landlord been convicted or under investigation for money laundering or any financial crime? YES NO
2. Have you or any joint landlord ever been refused membership of a Tenancy Deposit Protection Scheme? YES NO
3. Have you or any joint landlord ever been refused a license to operate a lettings business? YES NO
4. Are you a company, partnership or trading entity not registered with Companies House in the UK? YES NO
5. Do any directors/partners/owners of the company have past or pending convictions for financial crime? YES NO

If you do not complete this form and you are using the DPS deposit scheme, it will be assumed that you have answered "NO" to all of the above unless otherwise stated in writing.

CONFIRMATION OF INSTRUCTION

- PLEASE DO NOT ASK US TO MARKET YOUR PROPERTY FOR LET UNLESS YOU AGREE TO OUR TERMS OF BUSINESS IN FULL. ANY VERBAL INSTRUCTION WILL ASSUME YOUR ACCEPTANCE OF THESE TERMS.**

Property for Let: _____

Landlord 1

Full Name: _____

Full Address: _____

Email: _____

Mobile Tel: _____

Landlord 2

Full Name: _____

Full Address: _____

Email: _____

Mobile Tel: _____

- A full address for service of notices upon the landlord must be given.**
(this must be an address in **England or Wales.**)

Any additional landlords:

Instruction to Market

I / We instruct Latham Smith Ltd to market my/our property at £_____ pcm and confirm that **all joint owners are aware of and agree** to the letting of the property.

Service Level Chosen - Please tick one:

Full Management Service = 12% + VAT (14.4% inc VAT)

Let Only Service = 8% + VAT (9.6% inc VAT)

Rent Collection Service – by separate agreement

- Letting Fees, Deposit Holding Fees & other upfront fees are due IN FULL upon commencement of the tenancy and will continue periodically until the tenants that we introduce vacate.**

Additional Terms or Conditions (if any)

(Please clearly state or attach separately. All amendments must be agreed and countersigned by a director or manager at Latham Smith Ltd.)

Signed on behalf of all landlords

Signature: _____

Name (Printed): _____

Date: _____

Countersigned by Latham Smith Ltd

Signature: _____

Name (Printed): _____

Date: _____

● **NB:** All single signatures are deemed as “on behalf of” all joint landlords.

Registered Company: 09362781

VAT Number: 202 3750 53