

Landlord Services



NPP RESIDENTIAL

SALES + LETTINGS + INVESTMENTS

1. Lettings Service

a) Fees

(1) Upon completion of the services the Landlord shall pay any fees due to NPP Residential. NPP Residential will deduct this fee from the rent received by the tenant which will be paid directly to NPP Residential client account, under the conditions of Clause 3 of these Terms & Conditions.

b) Tenant Introduction

(1) Upon completion of the services the Landlord shall pay any fees due to NPP Residential. NPP Residential will deduct this fee from the rent received by the tenant which will be paid directly to NPP Residential client account, under the conditions of Clause 3 of these Terms & Conditions.

(2) Upon introducing a Tenant to the Property NPP Residential shall be due any commission in relation to any Tenancy agreed between that Tenant and that Landlord at that Property.

c) Rent

(1) NPP Residential shall agree the Rent with the Landlord in advance of marketing the Property.

(2) NPP Residential shall Rent collect and process the Rent received from the Tenant and submit a statement of account to the Landlord.

(3) Unless otherwise agreed the Rent shall include payments liable to the Landlord such as ground rent and service charges but exclude payments usually liable to the Tenant such as gas, electricity, telephone, internet, water, council tax, but not limited to. Landlords can pass the payment of items such as service charges and ground rent to the agent who will duly deduct any required amounts from the rental income. The Landlord remains liable for these service.

(4) Upon receipt of the monthly rent from the Tenant NPP Residential shall transfer the Rent, minus any deductions for fees due as per Clause 3, directly into the Landlord's chosen bank account, as detailed in the Property Details Form, by wire transfer, within 10 working days.

(5) NPP Residential shall notify the Landlord as soon as reasonably possible of any late payment of the Rent by the Tenant. NPP Residential makes all reasonable efforts to contact the Tenant by telephone or post in the event that the Rent is overdue by 5 working days or more.

d) Tenant References

(1) NPP Residential shall request references for the Tenant to assess their financial, professional and historic standing in relation to their respective financial history, employment details and previous rentings.

(2) NPP Residential will forward these references to the Landlord for their approval if requested by the Landlord in writing.

(3) NPP Residential does not accept any responsibility or liability for the accuracy or the information contained in the references nor shall NPP Residential be held to warrant the suitability of any Tenant.

e) Tenancy Agreement

(1) Upon receipt of reference approval pursuant of Clause 3.1.4 from the Landlord NPP Residential Properties shall draw up the Tenancy Agreement together with any relevant additional documentation.

(2) It is the Landlord's duty to notify NPP Residential of any notices, consents or licenses required as detailed in Clause 6 prior to the producing of the Tenancy Agreement.

(3) NPP Residential will not use a tenancy agreement other than NPP Residential' Tenancy Agreement

f) Inventory

(1) To prevent complications with damage claims during the Tenancy NPP Residential advises that an Inventory and Schedule of Condition is a necessity.

(2) Where necessary Inventories should show that furnishings, soft furnishings and electricals comply with current health and safety legislation.

(3) NPP Residential can provide the compilation of a professional independent Inventory, on behalf of the Landlord, prior to the commencement of the tenancy that will include a Schedule of Condition. This can be organised at the cost of a pre-arranged charge to the Landlord.

(4) The cost of the compilation of an Inventory shall be dependent on the size, nature and contents of the Property.

(5) The Landlord shall be responsible for the safekeeping of the Inventory at the commencement of the Tenancy unless the managed service is taken.

(6) NPP Residential can not accept liability for any errors or omissions made by any Inventory Clerk.

g) Deposit

(1) Unless otherwise agreed between the Landlord and the Tenant the Tenant shall pay a deposit equal to one month's Rent. Please refer to Clause 10 for how the deposit shall be held.

h) Keys

(1) The Landlord shall entrust one full set of keys/fobs for the Property to NPP Residential for the purpose of access to the Property for marketing and viewings.

(2) In the event that keys are held by a Porter then it is the Landlord's responsibility to notify the Porter of NPP Residential' right to view and to provide NPP Residential with the full details for viewing arrangements.

(3) Where there is an alarm system in the Property then it is the Landlord's responsibility to notify NPP Residential of all details required to arm and disarm the relevant alarm(s).

(4) The number of keys/fobs required for any Tenancy shall be agreed prior to the commencement of any Tenancy between the Landlord and the Tenant. All costs for producing additional keys/fobs shall fall solely to the Landlord.

(5) Where NPP Residential are appointed to Manage the Property an additional set of keys/fobs shall be given to NPP Residential to be held in the office for Management access use.

(6) In the event that any keys/fobs to the Property are lost, stolen, or otherwise misplaced, NPP Residential recommends that the Landlord arrange for the replacement of the relevant lock

i) Transferring of Utilities

(1) To the best of their knowledge and ability, NPP Residential will register the new tenant for gas, electricity, council tax and water, however It is the Landlord's responsibility to close their own accounts with the Utility Service Providers prior to the commencement of any tenancy.

Oh Goodlord Limited ("Goodlord") has been engaged by us to provide energy supply management services, council tax and water supply registration for your Property.

You hereby authorise us to use Goodlord to manage the energy supply during any void period for the property. You acknowledge that this may result in a change to the electricity and/or gas supplier for the Property, but are aware that you will remain able to change to a different provider if desired.

You agree that we may pass your name and contact details to Goodlord for the purposes of managing the electricity and/or gas supply for the Property and completing registrations for council tax and water supply. Full details of how Goodlord process your information can be found at: www.goodlord.co/privacy-policy

j) Advertising

(1) Upon signing the Terms & Conditions the Landlord permits NPP Residential to advertise the Property on www.nppresidential.co.uk and in any other relevant advertising documentation that NPP Residential deems suitable.

(2) All photographs, floorplans and documentation prepared by and for NPP Residential' marketing of the Property shall remain the property of NPP Residential during and after the marketing of the Property and shall not be passed to or used by any other agents, affiliates, associates or similar parties known to the Landlord.

(3) Upon instructing NPP Residential to market the Property, the Landlord gives NPP Residential permission to erect an agency board outside the Property; where the agency board complies with the Local Authorities guidelines.

k) Sale of Property

(1) In the event that Property is sold or passed onto another party with the benefit of the Tenancy then the Commission due for any current Tenancy, extensions or renewals will remain the responsibility of the Landlord until the new owner(s) has completed and signed the relevant NPP Residential documentation thus taking over responsibility of the Tenancy.

l) Termination of Services

(1) The Landlord is entitled to a 14 day Right to Cancel whereby all NPP Residential Services may be terminated with written notice within 14 days of their commencement. Any costs to NPP Residential during this period will still be due.

(2) The Landlord may terminate NPP Residential Services at any point within 90 days written notice.

(3) In the event that the Landlord wishes to terminate the Services after NPP Residential has found a suitable Tenant for the Property and a Tenancy Agreement has been signed by the Landlord and Tenant, NPP Residential will be due all fees payable for the Tenancy Term whether or not the Tenancy Term is completed.

See: [The Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

2. Management Service

a) Statement of Management Services

(1) In the event of the Landlord using NPP Residential Management Services the following conditions of Clause 3.a shall apply in addition to the conditions below

b) Fees

(1) The Landlord shall pay the management fees due to NPP Residential monthly, and NPP Residential will deduct this fee from the monthly rental amount which is paid from the tenant to NPP Residential client account. The condition of Clause 4 also apply.

c) Management Inspections

(1) Included within the fee NPP Residential will conduct two 6 monthly inspections of the Property per year for each year of the Tenancy.

(2) NPP Residential will submit a report of each inspection to the Landlord if required by the Landlord, otherwise the report will be automatically stored on the property file.

(3) If the report should indicate any damages, poor condition or breaches of the Tenancy Agreement then NPP Residential will consult with the Landlord and organise the necessary works, not limited to but including quotes for any works, booking of trusted contractors, notifying the Tenant(s) of any works that they or the Landlord are required to perform and advice on whether any professional legal advice is required or not.

(4) NPP Residential will not accept any liability for any omissions or errors made in the Management Inspection Reports nor should the Landlord act in reliance on them

d) Float

(1) NPP Residential require a float to be placed in a designated NPP Residential account prior to the commencement of any Managed Tenancy in order that NPP Residential can perform any necessary works to the Property to ensure that it meets the standards required by the Tenancy Agreement.

(2) The operating float of no less than £350.00 must be maintained throughout the Term of the Managed Tenancy and in the event that it falls below this amount the Landlord is required to balance it back to a minimum of £350.00 immediately.

(3) The Landlord shall not receive any interest from the holding of the Float by NPP Residential. At the end of the Tenancy the sum of the Float shall be returned to the Landlord.

e) Authorisation of Works

(1) NPP Residential will accept verbal confirmation from the Landlord to carry out any works on the Landlord's behalf to the Property up to a value of £350.00.

(2) In the case of emergency or if NPP Residential decides that it is impractical or unreasonable to obtain the Landlord's approval NPP Residential will carry out any necessary works up to a value of £350.00 without the Landlord's verbal approval.

(3) For any Works that are to cost in excess of £350.00 then NPP Residential will seek written approval from the Landlord following any estimates for Works. NPP Residential will then at further written request by the Landlord organise any Works.

(4) NPP Residential will not perform any works without the necessary funds being cleared in the Float.

3) Payment of fees

a) The Landlord shall pay the fees specified for the Services in the Terms and Conditions as stated below. Any additional fees for works carried out such as an preparation of an Inventory or Gas Safety Certificate (not limited to just these examples) will be invoiced to the Landlord at an agreed fee:

b) Letting Only Service of £600 + VAT flat fee (£720 inc VAT) payable under the initial Tenancy Term.

c) Management Service of 10% + VAT (12% inc VAT) of total Rent payable under the Tenancy Term with £495 + VAT (£594 inc VAT) relet fee.

d) Management Plus Service of 12% +VAT of total Rent payable under the Tenancy Term with £595 + VAT (£714 inc VAT) relet fee.

e) A minimum of £350.00 to be held as a float against any management works.

f) Where fees are due and are unable to be deducted from the tenants rent due to the tenant paying the Landlord directly, all fees are due within 5 working days of invoice date.

g) If payments are not paid by the due date, NPP Residential, without limiting any of its rights, will charge interest on the outstanding amount, before, during and after judgement, at a rate of 5% above base rate of Royal Bank of Scotland plc, from the due date until the outstanding amount is paid in full.

h) NPP Residential reserves the right to suspend any services in the event that any payment is outstanding, until a time when the outstanding amount is paid.

i) In the event that the Term should be terminated prior to the natural completion date, fees relating to the remainder of the Term will be refunded to the Landlord's designated bank account on a pro rata basis.

J) Any interest accrued on the funds deposited into the Client Account shall be the property of the Service Provider and the client shall have no claim to, right to retain, or access this interest.

4) Contractors

- a) Unless otherwise instructed by the Landlord, NPP Residential shall use the Contractors to carry out any Works.
- b) NPP Residential shall use a contractor specified by the Landlord given that the Landlord provides the necessary contact details and they are able to produce relevant insurance documents and required certificates. In the event that NPP Residential is unable to contact the specified contractor within a given time frame or an emergency then NPP Residential shall use one of the Contractors.
- c) NPP Residential will not action any works without payment for the Works in advance of any Works being started.
- d) NPP Residential accepts no responsibility or liability for any damages caused by contractors specified by the Landlord.

5) Landlord Warranties

- a) The Landlord warrants that the Landlord is the sole or joint owner of the Property, as defined in the Accommodation Agencies Act 1953, and they have the legal right to let out the Property under the terms and restrictions of any mortgage or head lease.
- b) It is the Landlord's responsibility to ensure that all consents, notifications and licenses relating to the Tenancy Agreement have been obtained prior to the commencement of any Tenancy. The restrictions may include but are not limited to; terms of a head lease, mortgage, loan, joint ownership and insurance policy terms of the Property.
- c) It is the Landlord's responsibility to ensure that the Property and the Landlord's contents therein are covered under a valid and current insurance policy. The policy should include occupier's and third party liability risks.
- d) The Landlord confirms that all Details supplied to NPP Residential are true and correct and any necessary alterations, additions or amendments will be true and correct and submitted as soon as the Landlord is aware of them.
- e) The Landlord shall supply an address in England & Wales to where notices served under the Tenancy Agreement may be served in line with Clause 48 of the Landlord and Tenant Act 1987.
- f) It is the Landlord's responsibility to ensure that the Property meets all relevant regulations, including but not limited to; fire regulations, gas regulations, electrical regulations, energy performance of buildings regulations 2007 and any additional health & safety regulations. The agent retains the right to organise these certificates and deduct the cost from the rent if it hinders the legal and safe letting of the property.
- g) Failing to obtain the necessary consents can cause serious issues such as breaching the mortgage agreement and invalidating insurance policies.

6) NPP Residential Obligations

- a) NPP Residential shall not offer any warranty or guarantee for any Service provided by a third party. Where applicable NPP Residential shall offer to the Landlord the benefits of any warranty or guarantee offered by the third party.
- b) NPP Residential will not accept any responsibility for any loss arising from the Landlord supplying Details that are incorrect, untrue, illegible or of a nature that is outside the boundaries set by these Terms & Conditions.
- c) NPP Residential will not be liable for any Tenant whom fails to abide by the obligations and restrictions of the Tenancy Agreement.
- d) The advice given by NPP Residential does not constitute legal advice. It is the Landlord's responsibility to seek independent professional legal advice in order to obtain further information on any documentation or legal matter arising from the Landlord's dealings with NPP Residential.
- e) In the event that NPP Residential Services are delayed or fail due to any reason beyond NPP Residential reasonable control, NPP Residential shall not be liable and shall not be in breach of these Terms and Conditions.
- f) No clause within these Terms & Conditions shall exclude or limit either party's liabilities with regards to personal injury or death caused by their own negligence.

You can write to the DPS at the following address;

The DPS, The Pavilions, Bridgwater Road, Bristol, BS13 8AE.

7) Privacy & Data Protection

- a) NPP Residential shall use the Landlord's personal information for purposes of administration, marketing, vetting and customer services relevant to supplying the Services. NPP Residential will disclose the Landlord's Details to Contractors for this purpose.
- b) NPP Residential will archive the Landlord's details to enable future contact with regards to future use of the Services.
- c) NPP Residential may search credit reference agency reports on the Landlord in order to prevent fraud, money laundering and to confirm the Landlord's identity.
- d) Upon acceptance of the Terms & Conditions the Landlord agrees and confirms that NPP Residential may archive, host and otherwise process the Details in accordance with data protection legislation.

8) Income Tax

a) Income from letting property in the United Kingdom is subject to income tax, even if the Landlord is a resident abroad and whether or not the Landlord is an individual, an overseas-registered company or an overseas-resident trust.

b) If a Landlord is not a resident in the United Kingdom then section 42A of the Income Tax and Corporation Taxes Act 1998 obliges NPP Residential as the agent of the Landlord to account for tax at the basic rate on rental income in the United Kingdom if the Landlord's usual place of residence is outside the United Kingdom. From 6th April 1996 any Landlord who is resident outside the United Kingdom can apply directly, through NPP Residential as managing agent or through their accountant, to the Inland Revenue for exemption at deduction of tax at source from rental income. If approval is granted by the Inland Revenue, as from the date of such approval, NPP Residential, as the Landlord's agent, may be entitled to pay over the Rents to the Landlord without making tax deductions. If approval is not obtained or granted then NPP Residential must pay the basic rate of income tax on the net value of Rent to the Inland Revenue on a quarterly basis.

c) The calculation of income tax by NPP Residential will not take into account mortgage interest, wear and tear allowance or other tax deductible items which NPP Residential do not pay on the Landlord's behalf. Any overpayment of tax will have to be reclaimed by the Landlord at the end of each tax year by the submission of a self-assessment tax return to the Inland Revenue. Indemnities held against tax retentions are not valid for Rent received after 5th April 1996.

9) Money Laundering

a) NPP Residential is required to undertake due diligence investigations with regards to the Landlord in compliance with The Money Laundering Regulations 2017, Proceeds of Crime Act 2002 and Terrorism Act 2000 as amended by the AntiTerrorism, Crime and Corruption Act 2001.

b) The Landlord undertakes to promptly provide all Details requested by NPP Residential, including but not limited to; details confirmation from the Landlord of the source of any funds, confirmation that all necessary tax has been paid and returns made in relation to any funds that may be an issue.

c) As part of its instructions it is necessary for NPP Residential to hold money on behalf of the Landlord whilst NPP Residential is required to carry out further due diligence checks. In this respect the Landlord shall provide evidence that the Landlord has an active UK bank account. If the Landlord does not bank in the UK, it shall provide a reference from an internationally recognised foreign bank confirming they hold accounts in the Landlord's name and the length of time they have held them.

d) NPP Residential is not obliged to proceed or continue to carry out any instructions of or Services for the Landlord until requests for Details and/or documents by NPP Residential have been complied with in full.

10) Tenancy Deposit for AST

a) NPP Residential is a registered member of The Deposit Protection Scheme and will hold the deposit free of charge for Landlords opting into the Managed service. If a Let Only service is taken, the Landlord must be a registered member of a recognised tenancy deposit protection scheme. The Landlord shall provide documentation to this effect prior to the commencement of the Tenancy and prior to receiving any Deposit monies.

b) At the end of the Tenancy if there is no dispute between the Landlord and the Tenant then the deposit shall be returned, minus any agreed costs or deductions, to the Tenant's nominated account, as per the conditions of the Tenancy Agreement.

c) Following written consent from the Landlord and the Tenant, the Deposit monies should be returned to the Tenant within 10 working days.

d) In the event of a dispute that can not be resolved within 10 working days of the initial dispute notification, the dispute shall be submitted to the ICE for adjudication which all parties will co-operate with.

11) Right to Rent

a) Under section 22 of the Immigration Act 2014 a landlord should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or a European Economic Area (EEA) or Swiss national, or has a 'right to rent' in the UK. Someone will have the 'right to rent' in the UK provided they are present lawfully in accordance with immigration laws

b) The Landlord may ask the agent to ensure the tenant satisfies the Right To Rent checks, and the agent will conduct this check to the best of their ability.

12) Final Statement

a) The Terms & Conditions shall be governed in accordance with the laws of England of Wales and each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

b) The Terms & Conditions form the agreement between NPP Residential and the Landlord and supersede any previous agreements made between NPP Residential and the Landlord

c) Should you have any problems with NPP Residential service which you are unable to resolve with the negotiator involved you should write to the Director of the company. This complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 5 working days. If you remain dissatisfied you should write to The Property Ombudsman within 6 months. A copy of NPP Residential complaints procedure is available on request by emailing info@nppresidential.co.uk

LANDLORD PACKAGES	Tenant Find	Management	Management +
Property Valuation	✓	✓	✓
Advertising on all major portals	✓	✓	✓
Advert creation	✓	✓	✓
Accompanied viewings	✓	✓	✓
Tenant referencing	✓	✓	✓
Preparation of tenancy agreement	✓	✓	✓
Deposit protection or registering zero	Additional Fee	✓	✓
Credit control	✗	✓	✓
Reporting maintenance	✗	✓	✓
Instructing Work / Repairs	✗	✓	✓
Annual safety certificate reminders	✗	✓	✓
6 monthly inspection	✗	✓	✓
Inventory & checkout between tenancies	✗	Additional Fee	✓
Floorplans & professional photos	✗	✓	✓
Serving of legal notices	✗	✓	✓
Negotiating renewals	✗	✓	✓
Rent recovery service	✗	✓	✓
£100,000 legal cover	✗	✗	✓
Rent protection insurance	✗	✗	✓
	£600 + VAT £720 inc VAT One-off fee	10% +VAT (12% inc VAT) Plus let fee of £495+VAT (£594 inc VAT)	12% +VAT (14% inc VAT) Plus let fee of £595+VAT (£714 inc VAT)

Optional Additional Services:

Gas Safety Certificate - £96 inc VAT

EPC - £96 inc VAT

Electrical Safety Certificate - £240 inc VAT

FWT/PAT - £138 inc VAT

Annual Statement - £90 inc VAT

Deposit protection with tenant find service - £48 inc VAT

Annual income / expenditure report - £100 inc VAT

Serving of Notice - £30 inc VAT

Inventory - £132 inc VAT

Checkout inspection - £132 inc VAT

Renewal - £120 inc VAT

Select your service(s)

TENANT FINDING SERVICE

☐

// We confirm that we have read, understood and agree to comply with the attached terms and conditions and wish you to undertake the let only service for the afore mentioned property, as described in Clause 3b of this agreement, for the fee of £500.00 + VAT.

SIGNED

DATE

FULL MANAGEMENT

☐

// We confirm that we have read and understood and agree to comply with the attached terms and conditions and wish you to undertake the Property Managed service as described in Part 3c these conditions at a fee of £495.00 + VAT (£594 inc VAT) to let the property and 10% + VAT (12% inc VAT) of the monthly rental amount.

SIGNED

DATE

MANAGEMENT +

☐

// We confirm that we have read and understood and agree to comply with the attached terms and conditions and wish you to undertake the Property Managed service as described in Part 3d these conditions at a fee of £595.00 + VAT (714 inc VAT) to let the property and 12% + VAT (14% inc VAT) of the monthly rental amount.

SIGNED

DATE

BANK DETAILS (Where the rent should be paid to.)

Account Name

Account No

Sort Code

ADDRESSES OF PROPERTIES BEING LET

YOUR CONTACT ADDRESS *This may be given to the tenant under Section 47 & 48 of the Landlord and Tenant Act 1987.*

SIGNATURE & AGREEMENT

Please sign and return this page accepting our terms and conditions and confirming ownership. By signing these terms

i) *REQUIRED I/ We (full name for all legal owners of the property)*

ii) *REQUIRED Confirm that *I/ We are the sole/joint owners of the property known as (the rental property);*

Your details

LEGAL OWNERS NAME

IS THE PROPERTY OWNED IN A COMPANY NAME?

Yes

☐

No

☐

ARE YOU A UK RESIDENT?

Yes

☐

No

☐

IF NOT A UK RESIDENT, ARE YOU REGISTERED
UNDER THE NON-RESIDENT LANDLORD SCHEME?

Yes

☐

No

☐

IF YES PLEASE PROVIDE YOUR NRL EXEMPTION NO.



propertymark

CLIENT MONEY PROTECTION

This is to certify that

NPP Residential Ltd

Trading as

NPP Residential

is part of the Propertymark Client Money Protection scheme

Main Scheme Member

Scheme Ref: C0129795

Valid to

01/11/2024

Please note there is a £50,000 individual claim limit and an annual aggregate limit. See propertymark.co.uk for further details and exclusions.

NPP RESIDENTIAL

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