



**GALAXY**  
REAL ESTATE

**Landlord Agency Agreement**

**Relating To**

**35 Whittington Avenue  
Hayes  
UB4 0AD**

**Dated this 24 July 2020**

**BETWEEN**

**Galaxy Real Estate  
(The "Agent")**

**- AND -**

**KA Properties UK LTD  
(The "Landlord")**

**- AND -**

**Mrs Armit Kaur Arora  
(The "Landlord")**



**COMMERCIAL**

**RESIDENTIAL**

**INVESTMENT**

[www.galaxyrealestate.co.uk](http://www.galaxyrealestate.co.uk)

02080041111

Galaxy Real Estate Ltd Registered in England and Wales No: 10019002



## **LANDLORD AGENT AGREEMENT**

Thank you for instructing Galaxy Real Estate to act on your behalf in marketing your property for rental. Accordingly, we confirm our terms and conditions as detailed on the following pages. Please sign where indicated, thereby accepting these terms, and return to Galaxy Real Estate, retaining a copy for your records.

### **Property Details**

Property Address to let: **35 Whittington Avenue , Hayes, UB4 0AD**

Rent Amount: **£1750.00**

Move In Date:

Period Availability:

### **Landlord Details**

Full Name: **KA Properties UK LTD**

Landlord's Correspondence Address: **2 Gledwood Drive , Hayes, UB4 0AG**

Contact Number: **+44 7881 373251**

Email: **Armit1arora@gmail.com**

---

Full Name: **KA Properties UK LTD**

Landlord's Correspondence Address: **2 Gledwood Drive , Hayes, UB4 0AG**

Contact Number: **+44 7881 373251**

Email: **Armit1arora@gmail.com**

**NB:** If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

**Agents: Galaxy Real Estate of 153 Norwood Road, Norwood Green Middlesex UB2 4JB.**

Please confirm that you would like Galaxy Properties to collect the rent?      Yes [ ]      No [ ]

Please advise which account you would like us to pay the rent into?

**Account Name:** KA Properties Ltd.

**Bank:** Santander

**Sort Code:** 09-01-29

**Account No:** 18957945

---

Please confirm that whilst Galaxy Real Estate is letting your property, you will be a resident:

In the UK:      Yes [ ]      No [ ]

Overseas:      Yes [ ]      No [ ]

If you are resident overseas, have you applied for self-assessment?      Yes [ ]      No [ ]

### **Advertising:**

Would you like us to add your property in our advertising campaign?      Yes [ ]      No [ ]

If so where would you like the board to be erected? V-Board attach to property [ ] T-Board place at front of property [ ]

**Property Information:**

In order for Galaxy Real Estate to manage your property effectively please provide the following information in as much detail as possible. We would strongly recommend that you leave a folder in the property containing general information and instructions for appliance use. (Please request additional sheets if required.)

TYPE OF PROPERTY	TERRACED	WOODEN/Carpet FLOORING	YES
PARKING	YES	FRIDGE/ FREEZER	YES
GARAGE	NO	COOKER	YES
OFFROAD DRIVE	YES	MICROWAVE	NO
GARDEN	YES	WASHING MACHINE	YES
TERRACE	NO	SHOWERS	YES
DATE AVAILABLE	24 <sup>TH</sup> JULY 2020	RENT	£1750
FURNISHED	YES	GAS SUPPLY	YES
UNFURNISHED	N/A	PERIOD AVAILABLE	ONE YEAR
PART FURNISHED	N/A	GAS METER LOCATION	UNDER STAIRS
BEDROOM (S)	FOUR	ELECTRIC METER LOCATION	UNDER STAIRS
RECEPTION	ONE	FIRE ALARM PANEL	NO
BATHROOMS	TWO	ALARM PANEL	NO
CENTRAL HEATING	YES	INTERCOM/ VIDEO	NO
DOUBLE GLAZING	YES	CARBON MONOXIDE FIRE EXTINGUISHER	YES

**\*Certificates required before advertising can commence (where applicable):**

- a) Gas Safety Certificate ☒
- b) Electricity Certificate ☒
- c) EPC ☒
- d) HMO ☐

**Keys and Access:**

- a) Landlord provides key sets ☐ (supply Tenant Set **only** if Let Only Service required)

b) No. of key sets: \_\_\_\_\_ Master Set: \_\_\_\_\_ Tenant Set 1 No. of keys: \_\_\_\_\_

**Landlord Agent Terms & Conditions****1. AGENT**

1.1. Galaxy Real Estate LTD act as 'Agent' in terms of letting and/or managing this Property.

**2. FEES AND COMMISSIONS**

2.1. Fees are due and payable immediately on a Tenant entering into a Tenancy Agreement with the Landlord. It is agreed that Galaxy Real Estate will deduct such fees due from Rent monies collected.

2.2. In the event of a local authority demanding repayment whether in part or in full of housing benefit from Galaxy Real Estate and where the funds being demanded have been passed to the Landlord, then I/ We hereby acknowledge that I/ We (the Landlord) shall be responsible for refunding all monies to Galaxy Real Estate without any deductions whatsoever and immediately.

2.3. Should the Property at any time be sold to the Tenant introduced by Galaxy Real Estate, the Landlord will be liable to a charge of six months loss of Commission as Compensation.

**3. SOLE AGENCY/ SOLE LETTING RIGHTS**

3.1. Galaxy Real Estate will be the sole Letting Agent from the Date of this Agreement for the period mentioned above and thereafter in writing, by either party, giving 14 days' notice. Should the property be Let during our agency Period, all fees will be payable to Galaxy Real Estate irrespective of the introducer. During the period of Sole Agency the Landlord will not instruct any other agent to let the Property.

3.2. I/ We confirm that no introduction of a prospective Tenant has already been made. The right is specifically reserved to terminate this Agreement at any time if the terms and conditions are unacceptably changed by the Landlord or become unacceptable to Galaxy Real Estate. In these circumstances, the cancellation fee would then become payable.

**4. INSURANCE**

4.1. The Landlord is hereby advised to ensure that there is Insurance cover in force in respect of buildings, and contents if applicable, and that the insurer is aware that the Property is available for Letting. The Insurance company must also be notified of the date of occupancy.

In addition, if the Tenant is claiming housing benefit the Insurer must be made aware of this fact.

4.2. Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. Under this Act Galaxy Real Estate is unable to arrange insurance on the Landlord's behalf, to notify his insurers of claims or to complete documentation relating to those claims.

4.3. Galaxy Real Estate will notify the Landlord where damage to the Property has resulted from an insured risk, and will provide the Landlord with the information that is needed in order to make a claim.

#### **5. RESIDENCE/ DOMICILE - OVERSEAS LANDLORDS - INCOME AND CORPORATION TAXES ACT 1988 and TAXATION OF INCOME FROM LAND (NONRESIDENTS) REGULATIONS 1995 (FINANCE ACT 1995)**

5.1. In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the **Finance Act 1995**, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with Galaxy Real Estate.

5.2. The Non-Residents Landlord Scheme is a scheme operated by HM Revenue and Customs (HMRC) for taxing the UK rental income of non-resident Landlords. The scheme requires UK Lettings Agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than 6 months.

5.3. You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

5.4. Where a non-resident Landlord does not have approval from HMRC, we charge £145 inc VAT per person for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to Landlords on tax retention held by Galaxy Real Estate.

5.5. Galaxy Real Estate must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume a landlord is non-resident and we will operate the provisions of the scheme. Galaxy Real Estate will also be obliged to state the Landlord's correspondence address on the Tenancy Agreement as c/o Galaxy Real Estate registered head office address.

5.6. Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

5.7. Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the Tenancy.

#### **6. LICENCES**

6.1 Each local authority operates its own licencing scheme. Failure to licence a property may result in a significant penalty. You hereby warrant to Galaxy Real Estate that you have checked all applicable licensing requirements and have applied for (or already hold) the correct licence. You agree to provide to Galaxy Real Estate, upon our request, a copy of the licence (or draft licence or application). You agree to advise Galaxy Real Estate of any specific licensing conditions. You must not name Galaxy Real Estate (or any of it's employees) as the Licence holder. Minimum sleeping room sizes apply to mandatory HMOs. You must ensure that you comply with any additional room size requirements. We offer an optional licensing application service and our fee for £299 inc VAT. For the avoidance of doubt, your licensing obligations do not transfer to Galaxy Real Estate when using Galaxy Real Estate licensing application service.

#### **7. MORTGAGE**

7.1. I/ We, (the Landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has to be sought and obtained from the mortgage lender and that I/ We have a copy of this authorisation which I/ We am/ are willing to produce on request for the letting of the Property.

#### **8. LANDLORD & TENANT ACT 1987**

8.1. The name and address of any Landlord must be communicated on the Tenancy Agreement. If you have used Galaxy Real Estate' Full Management Service our address will be used for this purpose.

#### **9. TENANCY AGREEMENT**

9.1. Galaxy real Estate will normally use an Assured Short hold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

9.2. We will ask you for confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, Galaxy Real Estate will sign the Tenancy Agreement and exchange contracts on your behalf, unless otherwise instructed by the Landlord.

#### **10. INTRODUCTION OF TENANT**

10.1. In the event that Galaxy Real Estate introduces a Tenant who enters into an Agreement to rent the Landlord's Property, commission becomes payable to Galaxy Real Estate.

10.2. The commission fee is payable for any Tenant introduced to the Property by Galaxy Real Estate, whether or not the Tenancy is finalised by Galaxy Real Estate.

10.3. The commission fee is payable throughout the duration of the Tenancy and upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received (hereafter referred to as renewal commission, whether or not negotiated by Galaxy Real Estate).

10.4. The commission fee is charged as a percentage of the total rent paid over the Tenancy period as specified in the Tenancy Agreement, or where the Tenant renews the Agreement, commission will be payable for the same period as the initial Agreement.

10.5. Galaxy Real Estate will deduct the commission fee from each monthly rental payment received over the duration of the Tenancy (unless otherwise stated), including upon any extension(s) or renewal(s) thereof and for any further periods for which rental income is received.

#### **11. REFERENCES**

11.1. Galaxy Real Estate will take reasonable steps to attempt to verify the identity of potential Tenants.

11.2. Galaxy Real Estate will obtain references from previous Landlords and employers and/ or may carry out credit checks on the Tenant(s) wherever possible.

11.3. In circumstances where it is not possible to obtain the above, we will ask for a guarantor covenant and ID of the guarantor (usually where a Tenant is a student).

11.4. Where the Tenant is Foreign National Galaxy Real Estate may not be able to undertake references or credit checks. In such circumstances Galaxy Real Estate will endeavour to obtain copies of their passport, ID and overseas Address and will obtain the Landlord's written or verbal consent beforehand.

11.5. By signing the Tenancy Agreement or otherwise instructing Galaxy Real Estate to proceed with a letting, the Landlord is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Galaxy Real Estate to obtain these.

#### **12. RENT COLLECTION**

12.1. All rents will be collected on the **EDIT AS REQUIRED** of each month (or nearest working day thereafter).

12.2. Galaxy Real Estate will collect rent in accordance with the terms of the Tenancy Agreement.

12.3. Galaxy Real Estate will use reasonable endeavours to transfer any monies due to the Landlord's bank account by automatic bank transfer on or around the **EDIT AS REQUIRED** of each month.

12.4. If rental payments are late for any reason we will forward them within 10 working days of receiving payment.

12.5. If the rent has not been paid Galaxy Real Estate will endeavour to notify the Landlord at the earliest possible opportunity, and will use all reasonable endeavours to recover from the Tenant all rent and monies payable.

12.6. Galaxy Real Estate will not be held responsible for any default in payment by the Tenant.

#### **13. DEPOSIT**

13.1. A deposit equal to a month's rent (but can be greater than a month's rent) will be taken from the Tenants against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement.

13.2. The deposit will be held in accordance with the terms of the Tenancy Agreement.

13.3. Unless the Tenancy Agreement states otherwise (i.e. if the Landlord has used the Let Only Service) the deposit will be held by Galaxy Real Estate as

agent for the Landlord in a Government authorised tenancy deposit protection schemes subject to the provisions set out below.

13.4. The Landlord will not be entitled to any interest that accrues on the deposit.

13.5. Under the terms of our standard Tenancy Agreement, the deposit is due to be repaid to the Tenant as soon as practicable after the determination of the tenancy (howsoever the same may be determined).

13.6. Galaxy Real Estate as agent for the Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.

13.7. The cost inclusive of all charges and Galaxy Real Estate reasonable administration costs for the Government-authorised tenancy deposit protection is £50 which will be debited from the 1<sup>st</sup> months' rent (if applicable).

#### **14. INVENTORY & SCHEDULE OF CONDITION**

14.1. Galaxy Real Estate will draw up an Inventory on behalf of the Landlord prior to every let; this will include the conditions of the Property, its décor (detailing any scuff marks etc.), fittings and furnishings at a cost of £150. However it remains at all times the responsibility of the Landlord to check the accuracy of this Inventory.

14.2. Alternatively it is strongly recommended that the Landlord instructs a professional Inventory clerk, at the Landlord's expense.

14.3. It is the Tenant's responsibility to sign and return it to Galaxy Real Estate after seven days of move in (if the Property is managed by us). However, it must be understood that Galaxy Real Estate cannot enforce this and Tenants are not obliged to sign the Inventory.

#### **15. KEYS**

15.1. Galaxy Real Estate require a full working set of keys, one for each Tenant shown on the Tenancy Agreement and a master set for the office.

15.2. Should the Landlord fail to provide a full working set of keys (as described in clause 11.1) Galaxy Real Estate will undertake to fulfil clause 11.1 at the expense of the Landlord.

#### **16. THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1988**

16.1. It is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a GAS SAFE REGISTER registered engineer.

16.2. If Galaxy Real Estate is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a GAS SAFE REGISTER registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

16.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and Galaxy Real Estate have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a GAS SAFE REGISTER registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, at the Landlord's expense.

16.4. The cost inclusive of all charges and Galaxy Real Estate reasonable administration costs for the GAS SAFE REGISTER Gas Safety Certificate is £80 which will be debited from the Landlord's account or first month's rent. This includes a certificate and a check on 3 gas appliances (£20 per gas appliance applied thereafter).

16.5. If the Landlord wishes Galaxy Real Estate not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

#### **17. THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

17.1. The Landlord is responsible for ensuring that the electrical installation and all appliances within the Property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

17.2. Galaxy Real Estate reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.

17.3. Where the Tenant is remaining in occupation beyond the expiry of the original certificate and Galaxy Real Estate have not received a replacement valid certificate 14 days before the expiry of that original certificate, Galaxy Real Estate reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary, at the Landlord's expense.

17.4. The cost inclusive of all charges and Galaxy Real Estate reasonable administration costs will be debited from the Landlord's account.

17.5. Galaxy Real Estate strongly recommends that a Fire Detection system is fitted within the Property that shall meet all legal requirements as determined by the property type i.e. Grade A or Grade D.

17.6. If the Landlord wishes Galaxy Real Estate not to arrange these works he must confirm this under the Negotiated Terms at the end of this Agreement.

#### **18. THE FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 and THE FIRE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993**

18.1. The Landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereinafter referred to as the Regulations). The Landlord declares that all furniture presently in the Property or to be included in a Property, to which this Agreement applies, complies in all respects with the Regulations.

18.2. The Landlord further warrants that any furniture purchased for the Property after the date of this Agreement will also comply with the Regulations for the duration of the Tenancy.

#### **19. THE SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015**

19.1. The Landlord is responsible for installing a working smoke alarm on every storey of the Property, and a working carbon monoxide alarm in any room with a solid fuel combustion appliance, at the commencement of a Tenancy Term. A record of the installation and the working order of the alarms must be documented by the Landlord. Galaxy Real Estate reserves the right to appoint an appropriate person to carry out the necessary alarm checks and conduct any remedial works where necessary, at the commencement of a Tenancy.

#### **20. ENERGY PERFORMANCE CERTIFICATE (EPC)**

20.1. It is the Landlord's responsibility to ensure that the property benefits from a valid Energy Performance Certificate provided by an accredited Domestic Energy Assessor.

20.2. If Galaxy Real Estate is not provided with a valid EPC prior to the commencement of the Tenancy, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.

20.3. If the Tenant is remaining in occupation beyond the expiry of the original certificate and Galaxy Real Estate have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an accredited Domestic Energy Assessor to provide a Certificate, at the Landlord's expense.

20.4. The cost of an EPC inclusive of all charges and Galaxy Real Estate's reasonable administration costs is £150 which will be debited from the Landlord's account or first month's rent.

#### **21. HOUSING ACT REGULATIONS 2004**

21.1. The Landlord is required to contact the Local Authorities to apply for the appropriate Licence for Houses in Multiple Occupation if the property meets the criteria set

#### **22. TRANSFER OF UTILITIES**

22.1. It is the Landlord's responsibility to inform Galaxy Real Estate of the utility companies that supply to the Property; Galaxy Real Estate will then provide the details to the Tenant(s).

22.2. Thereafter it is the Tenant's responsibility to notify any utility companies of the meter readings and change of occupier; Tenants are also responsible for notifying the local authority of change of occupier.

22.3. Galaxy Real Estate will not undertake to fulfil this duty should the Landlord fail to provide the required details and will not be held responsible for any consequences that may result thereof.

#### **23. REPAIRS AND MAINTENANCE**

23.1. Where applicable, Galaxy Real Estate will attend to the day-to-day minor repairs and maintenance of the Property and its contents up to an estimated value of £200 per job

(or other amount to be agreed and stated under Negotiated Terms at the end of this Agreement). We will contact you for permission to proceed if the cost of the work exceeds this amount.

23.2. Costs for such repairs and maintenance will be accumulated and invoiced to the Landlord unless we have specifically received written instructions from the Landlord regarding preferred contractors, existing guarantees/warranties or services guarantees.

23.3. However, in emergencies and where we consider it necessary, we will act to protect the Landlord's interests without initial consultation. The Landlord will be made aware of any such works as soon as is reasonably practicable.

23.4. Any maintenance or work arranged by Galaxy Real Estate may include a reasonable charge for our administration costs.

#### **24. CONDITION OF THE PROPERTY AND GARDEN**

24.1. It is the Tenant's responsibility to maintain the Property and garden during the Tenancy. However, if the Property is found unclean and the garden and grounds are found to be overgrown 5 days prior to letting or if the Tenancy has commenced we then reserve the right to call in independent contractors, at the Landlord's expense.

#### **25. RENEWALS AND EXTENSIONS**

25.1. Galaxy Real Estate will endeavour to contact both Landlord and Tenant before the end of the Tenancy to negotiate an extension or renewal of the Tenancy, if so required. Galaxy Real Estate will also draw up the appropriate documents for the renewal of the Tenancy for signature by all parties.

25.2. A Renewal fee will become due in respect of renewals or new Agreements where any or all of the original Tenants remain in occupation. It will also become due where the incoming Tenant is a person, company or other entity associated or connected with the original Tenant, either personally, or by involvement or connection with any company or other entity with whom the original Tenant is or was involved or connected.

25.3. Commission is due whether or not the renewal is negotiated by Galaxy Real Estate (i.e. if Landlord attempts to renew the Tenancy on a private basis).

25.4. Galaxy Real Estate will charge a renewal fee equivalent to that which was charged for the original Tenancy.

#### **26. CHECK-OUT INSPECTIONS**

26.1. Galaxy Real Estate will inspect the Property upon termination of the Agreement. Galaxy Real Estate will prepare a statement of dilapidation including any remedial action for the Tenant.

26.2. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or professional Inventory check. Galaxy Real Estate cannot accept responsibility for hidden or latent defects and therefore it is recommended that the Landlord is present so as to verify results of an inspection.

#### **27. NOTICE**

27.1. Where Galaxy Real Estate is responsible for the Full Management of the Property; we will serve termination notices on your behalf.

#### **28. SECTION 21, HOUSING ACT 1988**

28.1. two months' notice (to end on a period date) must be served upon the Tenants if you wish to determine the Tenancy at the end of the term. Galaxy Real Estate will serve notice on the Tenants on your behalf if instructed to do so.

28.2. Galaxy Real Estate may terminate this appointment in the event of any breach by the Landlord by act or omission on the Landlord's part.

#### **29. PROPERTY WITHDRAWAL**

29.1. If the Landlord withdraws the Property once a Tenant has been found but before the Tenancy commences, there will be a charge of £350 payable by the Landlord.

29.2. The Landlord may not withdraw the Property during an ongoing Tenancy (except should clause (23.3) apply).

29.3. The Landlord may only withdraw the Property during an ongoing Tenancy provided that two months written notice shall be received and approved by Galaxy Real Estate, prior to an agreed withdrawal date. The Landlord will also be liable to pay to Galaxy Real Estate all remaining management charges to the end of the Tenancy.

#### **30. COMMISSIONS AND INTEREST**

30.1. The Landlord agrees that, where any commission, interest or other income earned by Galaxy Real Estate whilst carrying out our duties as agent of letting and/or management of the Property (for example by referrals to contractors or subcontractors) will be retained by Galaxy Real Estate.

30.2. Where a management percentage is not charged and/or the rent received from the Tenant is inclusive of bills, any amount Galaxy Real Estate receives above the agreed amount paid to the Landlord is recognised as Managing Agent fees and/or tenants' bills (if Tenant rent received is bills inclusive).

#### **31. SALE OF PROPERTY TO TENANT**

31.1. In the event that the Tenant, occupant or licensee of the Property enters into an Agreement with the Owner/Landlord to purchase the Property, a commission of 2.5% of the purchase price becomes payable by the Owner/Landlord to Galaxy Real Estate when contracts for the sale of the Property are exchanged.

31.2. Galaxy Real Estate fees remain the responsibility of the original Landlord for the duration of the Tenancy.

#### **32. SALE OF PROPERTY BY LANDLORD**

32.1. Where a Property is sold, transferred or otherwise dealt with, with the benefit of a Tenancy Galaxy Real Estate fees remain the responsibility of the original Landlord for the duration of the Tenancy and for any extensions or renewals and this applies both to a current and pending Tenancy.

#### **33. INDEMNITY**

33.1. The Landlord undertakes to keep Galaxy Real Estate fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may

Landlord Initials

A



arise due to the failure of the Landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

33.2. The Landlord agrees to indemnify Galaxy Real Estate as the Agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the Landlord's behalf in pursuit of our normal duties.

#### **34. TAX**

34.1. It is the Landlord's responsibility to declare all rental income to the Inland Revenue if he resides in the United Kingdom. We do not accept any responsibility for Income Tax derived from letting of the Property.

34.2. Galaxy Real Estate is legally obliged to file a tax return stating names and addresses of our clients if requested by the Inland Revenue.

34.3. if you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

#### **35. AMENDMENTS/VARIATIONS**

35.1. This Agreement constitutes the entire agreement between Galaxy Real Estate and the Landlord and supersedes all prior Agreements, understandings, representations or communications between the parties.

35.2. Any matters that have been verbally discussed and agreed by both Galaxy Real Estate and the Landlord must be stated under Negotiated Terms at the end of this Agreement.

#### **36. TERMINATION OF CONTRACTUAL RELATIONSHIP**

36.1. Galaxy Real Estate reserve the right to terminate our contractual relationship by giving 3 months written notice.

36.2. The Landlord cannot terminate this contractual relationship whilst the Property is let by a Tenant supplied by Galaxy Real Estate.

#### **37. PERMISSIONS AND CONSENTS**

37.1. The Landlord warrants that consent to let from his mortgage lenders has been obtained and has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the Property and its contents to cover the changed circumstances, and

37.2. Where he is a joint Owner, he has ensured that all the Owners are named in the Tenancy Agreement and that he is authorised to give instructions on their behalf.

#### **38. DEALING WITH THIRD PARTIES**

38.1. Galaxy Real Estate will liaise where necessary with the Landlord's accountants, solicitors, superior Landlords, managing agents and mortgage lenders.

#### **39. LEGAL PROCEEDINGS**

39.1. Galaxy Real Estate is not responsible for any professional legal proceedings for the recovery of rent or repossession of the Property.

39.2. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £450 per day, or part thereof.

#### **40. ARBITRATION**

40.1. If any disagreement occurs between the Landlord and Tenant we will act as independent mediators. If this is unsuccessful then we would advise both parties to resolve the matter by independent arbitration, for which both parties are borne equal for cost of the arbitrator.

#### **41. GALAXY REAL ESTATE LIABILITY**

41.1. Our liability is limited to 1 month rent if any financial loss should occur from Galaxy Real Estate dealing with the Property.

41.2. The Landlord is liable for costs incurred by Galaxy Real Estate acting as Agents on the Landlords behalf.

#### **42. DISCLAIMER**

42.1. Galaxy Real Estate will carry out all services with reasonable care and skill. However, Galaxy Real Estate cannot guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.

#### **43. JURISDICTION**

43.1. The High Court and the Country Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this Agreement.

#### **44. DATA PROTECTION AND PRIVACY POLICY**

44.1. Galaxy Real Estate complies with all applicable data protection and privacy laws in dealing with your personal data.

44.2. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/ or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

#### **45. VAT**

45.1. All Galaxy Real Estate commission fees and any other charges are subject to VAT at the prevailing rate.

#### **46. NEGOTIATED TERMS**

46.1. Any terms discussed or negotiated between both Landlord and Agent must be stated here and will be regarded as part of the Agreement:

---

---

---

---

---

#### **Full Property Management Service [ ]**

Our fee for the Full Property Management Service is £100.00 fixed of the total amount of rent paid over the Tenancy period in total.

There is a Management Set-Up Fee of £ (used for: advertising, marketing, preparation of Inventory and Tenancy Agreement)



Landlords who do not wish to take up Galaxy Real Estate Property Management Service must tick below and complete the requested information for the Let Only Service.

**Opting out of Full Property Management Service (Let Only Service) [ ]**

Our fee for the Let Only Service is of rent paid over the Tenancy period in total. Opting for our Let Only Service will enforce the following affidavit (please complete): I/we confirm that all non-related managed clauses of the Terms and Conditions shall not apply and that I/we will take full responsibility for all aspects of the management of the above Property, for registering the deposit with a Government authorised tenancy deposit protection schemes and will **not** receive the following services from Galaxy Real Estate:

- Rent Collection Service
- Check out of Tenants
- Arranging Repairs and Maintenance
- Tenant Inventory
- Assisting in Serving of Notices
- Register Deposit with Government Authorised Scheme
- Key Holding Service

**Rent Collection [ ]**

Our fee for the rent collection Service is fixed of the total amount of rent paid over the Tenancy period in total.

The services that will be provide to you by Galaxy Real Estate are as follows:

- Tenant Referencing
- Certifications
- Advance Rent Collection
- Tenancy Renewals
- Deposit Registration
- Late Payment Chase

On occasions when I am/ we are unavailable (e.g. on holiday or abroad), the following person should be contacted: Contact Name(s):

Contact Number(s):

Please note that Galaxy Real Estate is required to provide this information to your Tenant.

**DECLARATION**

I/we declare that I am/we are the sole/joint Owner(s) of the freehold/leasehold Property as stated above and that prior to the commencement of the Tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the Property, comply (if appropriate) with the provisions of the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the Property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and the Housing Act Regulations 2004 (for houses in Multiple Occupation) . I/we have read and understood the terms and conditions as set out in clauses 1 to 42 and I/we accept that in signing this document I am/we are bound by its entire contents.

**CONSENT OF LANDLORD**


The Landlord in the above Assignment of Tenancy Agreement executed on 01 August 2020, consents to that Assignment. The Landlord also agrees to the Assignee assuming after , the payment of rent and performance of all duties and obligations as provided in the Tenancy Agreement.


## SIGNATURE


Agent:  
Name: Galaxy Real Estate

Landlord:  
Name: KA Properties UK LTD

Landlord:  
Name: Mrs Armit Kaur Arora

Signature:   
Date: 24th July 2020

Signature:   
Date: 24 July 2020

Signature:   
Date: 24 July 2020