

Please read this information carefully and sign in the appropriate space to confirm you accept and understand all the provisions of these terms and conditions.

1.1 Safety Regulations

Direct Lettings will not facilitate the letting of any property if a landlord does not adhere to and abide by the following regulations. Once a property has been let it is then the responsibility of the landlord to ensure that these regulations continue to be adhered to.

The Gas Safety (installation & Use) Regulations 1998

Under the above regulations, 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 CORGI registered engineer.

The Electrical Equipment (Safety) Regulations 1994

The landlord is legally 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.

The Fire and Furnishings (Fire) (Safety) Regulations 1998

The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

The landlord warrants that he is fully aware of the terms and conditions of the above regulations and any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations).

The landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the regulations.

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.

1.2 Indemnity

The landlord undertakes to keep Hammersmith & Fulham Council fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above regulations and future amendments.

1.3 Permissions, Proof of Ownership and Consents

The landlord warrants that consent to let from his mortgage provider has been obtained, and where necessary permissions have been obtained from freeholders or grantors of the lease. If the lessee holds a lease from the council they must ensure that they have notified the legal department of the under letting and pay the relevant fee. Landlords also warrant that they are the legal owner of the property and will be able to supply documentation to prove this.

1.4 Service Charges

If a lessee of the London Borough of Hammersmith & Fulham intends to underlet their property to Direct Lettings they must ensure that all service charges are up to date and continue to be paid during the tenancy. Landlords are reminded that service charges remain the responsibility of the landlord even when the property is underlet.

1.5 Keys

At the commencement of the tenancy the landlord must ensure that the tenant has been provided with a full set of keys including all accessible parts of the property including the communal areas.

It is the landlord's responsibility to ensure that when the tenant vacates the property; all relevant keys are retrieved directly from the tenant. Direct Lettings does not accept the responsibility for the return of keys.

1.6 Offers of Local Authority owned accommodation

Direct Lettings will always endeavour to inform landlords within an appropriate time scale if a tenant is to be offered Local Authority owned accommodation. However, this is not always possible and the tenant is ultimately responsible for ensuring that the correct notice is served.

1.7 Housing Benefit

1.7.1 Payment Frequency

Landlords should be aware that Housing Benefit payments are always paid in arrears (in most cases lunar monthly).

1.7.2 Housing Benefit Shortfall
In cases where a tenant is working there is likely to be a Housing Benefit shortfall, the payment of this shortfall is the responsibility of the tenant. It is the responsibility of the landlord to ensure that they arrange for this shortfall to be paid by the tenants in a mutually suitable manner.

1.7.3 Overpayments

Landlords who receive direct Housing Benefit payments are notified of overpayments that may arise. However, please note that recovery of overpayments is made from a tenants ongoing benefit entitlement. These deductions are calculated at a set rate, and of course the tenant will be responsible for making up the rental shortfall.

1.7.4 Change in Circumstance

Changes in the tenants' circumstances may affect their benefit entitlement. Landlords should ensure that any shortfall of the rent not met by Housing Benefit is paid by the tenant in a mutually suitable manner.

1.7.5 Local housing allowance

As the level of local housing allowance is reviewed every year, contact housing benefits for further information on housing benefits levels

1.8 Void Periods

Direct Lettings are not responsible for the payment of rental during void periods.

1.9 Deposit

Direct Lettings do not pay cash deposits. The deposit is guaranteed for the value of one calendar months rental as per the contractual rent. Any claims to the deposit guarantee are subject to the terms and conditions of the guarantee document.

2.0 Tenancy Agreements

It is the responsibility of the landlord to provide the tenancy agreement document and to ensure that the provisions are fully compliant with relevant housing legislation.

All agreements entered into are strictly between the named tenant and the landlord. Hammersmith & Fulham Council does not act as guarantor.

2.1 Repairs and Maintenance

Landlords must ensure that the property and its installations are maintained and repaired where necessary in accordance with the Landlord and Tenant Act 1985. Landlords must provide the tenant with a 24 hour contact number and ensure that when the landlord is uncontactable (for example abroad) that a nominated representative (not Direct Lettings) is available in cases of emergency.

Please sign and date this document to confirm that you have read and understood all of the above terms and conditions.

Signature

Name (printed) **Date**