



**LLOYDS**  
RESIDENTIAL

## RENT PROCESSING AGREEMENT

### INTRODUCTION TO THE RENT PROCESSING DEPARTMENT

This is a specialist department, independent from the Letting offices and letting office staff.

As soon as a tenant takes occupation, your file is transferred to this department for them to deal with all day-to-day rent matters. From that point forward **please direct any enquiries only to this department** as the Letting office and letting staff with whom you originally dealt with have no access to your property file until the time comes to find another tenant.

Telephone enquiries made Monday to Friday from 10am to 12pm and 2pm to 4pm. An answer phone will take messages at all other times although the office is always manned Monday to Friday from 9am to 5.30pm. The department is closed at all other times and on most bank holidays.

Tel: 020 8505 5005

Fax: 020 8505 5350

E-Mail: [Management@lloydsres.com](mailto:Management@lloydsres.com)

### PAYMENT OF RENT

Other than in exceptional circumstances, rent received less agreed deductions will be forwarded directly to The Landlord's bank by electronic funds transfer within two working days of The Agent receiving cleared funds.

The Landlord must supply The Agent with their correct banking details and allow time for their bank to clear The Agent's payment.

### STATEMENTS

Statements will be sent either by post or e-mail (unless no rent for that period has been received).

Photocopies/faxes (within the UK) of statements and other documentation requested will be charged at the rate of £1 per document (includes photocopying, administration costs and postage).

### TAX

#### **Overseas Landlords**

Under the Finance Act 1995 Landlords must apply for an exemption certificate to be issued to The Agent to enable rent to be paid without deductions for tax. **Only The Landlord can make the application for an exemption certificate which, if granted will be issued directly to The Agent.** Application forms may be obtained from The Agent's Management Department. Until an exemption certificate is received The Agent is legally obliged to deduct tax at the basic rate against net rental income.

#### **Quarterly Tax Returns**

Quarterly tax returns made on behalf of overseas landlords not accepted for self-certification under the Finance Act 1995 will be charged at the rate of £25 plus VAT per quarter.

### **STATUTORY SAFETY LEGISLATION**

Annual gas safety inspections & electrical portable appliances tests etc are the responsibility of The Landlord under the terms of this agreement and will not be arranged or carried out by The Agent.

### **LATE RENT PAYMENT**

It is the contractual responsibility of the tenant to pay the rent.

The Agent cannot force a tenant to pay rent or personally evict them. This can only happen through due process of law.

The Agent will endeavour to contact the tenant by telephone and send written rent reminders, as it deems appropriate in an effort to obtain the rent until the tenant is one calendar month in arrears.

In the event of rent being more than one month in arrears and in the absence of any insurance policies in this respect being in force, The Landlord should refer the matter to a solicitor.

Should The Agent be required to act as a witness in court, this is not part of The Agent's Rent Processing Service and as such will be charged separately at an hourly rate, depending on the seniority of the person dealing with the matter. Such fees are payable irrespective of the outcome of any legal proceedings.

### **THE PROTECTION FROM EVICTION ACT 1977**

Only a Court of Law can evict a tenant. Neither The Landlord nor his / her Agent can regain possession of a property from an unwilling tenant without a court order. To do so is a criminal offence punishable by a fine or imprisonment. Harassment e.g. cutting off services, changing locks etc is also a criminal offence.

### **POSTAGE**

Postal charges exceeding that of a first class stamp in the UK will be passed on to The Landlord.

Landlords should contact the post office to arrange their post to be redirected as forwarding of post is not part of The Agent's rent Processing Service and will be charged at the rate of 50p per letter forwarded plus postage.

### **TERMINATION OF AGREEMENT**

The Landlord may terminate this agreement by giving one-month's notice in writing to The Agent. Should this be prior to the expiry of an existing tenancy, a fee equal to one month's rent plus VAT will be payable to The Agent.

The Agent may terminate this agreement with immediate effect in the event of a Landlord refusing to meet any statutory obligations. This will be confirmed in writing and be deemed to have taken place as of the date of said written confirmation. A fee equal to one month's rent plus VAT will be payable to The Agent.

In all other cases The Agent will give The Landlord one months notice in writing of The Agent's intention to cease to act as Rent Processing Agent.

The Agent is obliged to advise the tenant (where The Agent believes the tenant's safety may be compromised) of the reason for terminating the Rent Processing Agreement and to furnish the tenant with the address and contact number (s) of The Landlord.

Any other fee agreements in existence between The Landlord and The Agent will remain unaffected by the termination of this Rent Processing Agreement.

**CHANGES / ADDITIONS TO THIS AGREEMENT**

Lloyds Residential Property Services will accept no claim regarding changes of, or additions to, any part of this document, whether promised or implied, by any of their representatives, either before or after the signing of this agreement, unless written confirmation to such effect from Lloyds Residential Property Services can be produced. Services not mentioned in this agreement are not part of The Agent's Rent Processing Service and must be agreed separately.

This Rent Processing Agreement shall exist in conjunction with The Agent's "Landlord's Guide To Letting" and "Terms Of Business" and no clause or clauses contained herein shall supercede or make void any clause or clauses contained therein.

**ACCOUNTS INFORMATION**

**PLEASE DO NOT DETACH**

Property Address: \_\_\_\_\_

\_\_\_\_\_

Property Telephone Number: \_\_\_\_\_

Landlord(s) Full Name (s) \_\_\_\_\_

Home Address (if overseas, we must have overseas address):  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Address in UK where notices may be served (only applies to overseas Landlord's)  
\_\_\_\_\_  
\_\_\_\_\_

Landlord (s) Telephone Numbers: \_\_\_\_\_

**IMPORTANT BANKING DETAILS**

**Payments from us are made by electronic funds transfer directly into your account. Please complete the following carefully. Without these details funds cannot be transferred.**

Name of Bank / Building Society

Name in which account held:

Account Number

Sort Code:

Landlord resident overseas YES / NO

**CONFIRMATION OF INSTRUCTIONS**

I / We confirm my / our agreement to the above terms and conditions and instruct Lloyds Residential Property Services to act as my / our Rent Processing Agents.

I / We confirm that to the best of my / our knowledge the above information supplied is true and accurate.

-----  
For Landlord

-----  
For Lloyds Residential Property Services

-----  
Date