

## SIMPLIFIED PAYMENTS TO LANDLORDS/LETTING AGENTS

### SECTION 1: Terms and Conditions

**Please note that IPSA will make the first payment to your landlord/letting agent no earlier than 28 days after we receive your properly completed form. You are responsible for maintaining payments to your landlord/letting agent in the interim.**

#### **Purpose of this form:**

1. You should complete this form if you wish IPSA to make rental payments for your constituency office or your accommodation directly to your landlord or letting agent. Please note that IPSA will only make payments electronically.

#### **If you have more than one rental agreement**

2. If you have more than one rental agreement (e.g. a rental agreement for your constituency office and another for your accommodation) you will need to fill in a **separate payment form for each agreement**.

#### **If your rental charge also includes services**

3. If there is a fixed rental charge in the rental agreement which also includes specific, non-discretionary services which directly relate to the purpose for which you have rented the property (which may include surgeries), IPSA will generally pay the entire sum to the landlord or party association directly. This could include, for example, reception work or booking appointments. Similarly, if the fixed figure for rent covers expenses paid by the landlord or association such as utilities, IPSA will generally pay that figure for rent in the rental agreement or contract directly. If you rent from a party association, IPSA will continue to ask for a breakdown of the overall charge, as we have to date, so that we can ensure that the rental element does not exceed the independent market valuation. If a significant element of the total overall cost would have been charged to different budgets if you had claimed via MPs' Online Expenses, IPSA will make all the necessary budget adjustments.
4. If, however, the charge for services varies, for practical reasons it will not be possible for IPSA to set up a regular fixed payment to the landlord or party association. You will need to claim the variable part of the charge each month using MPs' Online Expenses.

#### **How to set up the payment**

5. If you would like IPSA to commence rental payments directly to your landlord/letting agent you must:
  - A. **Register your rental agreement with IPSA if you have not already done so.** IPSA can only make payments to your landlord/letting agent if we have your rental agreement on file and we have verified it. If you wish IPSA to pay your landlord/letting agent directly but you have not yet sent us your rental agreement, you need to register your rental agreement with IPSA using the usual process (log on to MPs' Online Expenses, select "New Claim/Form", select either "Registration: Accom. Status" or "Registration: Const. Office" depending on the type of rental agreement, complete and submit the electronic form and then send the printed coversheet with barcode and a copy of your rental agreement in hard copy to IPSA within seven days); and
  - B. **Complete this payment form, sign it and send it to IPSA in hard copy.** It is your responsibility to ensure that the information on the form is correct, particularly the bank account and sort code of the landlord/letting agent. IPSA will not be liable for any financial loss as a result of incorrect information supplied by you on the form (such as an incorrect bank account).
6. **IPSA will then contact you to confirm when we will make the first payment and advise you when**

**you need to complete the next steps. (These will be a short Simplified Payments registration online, and ensuring that all your rental claims via MPs' Online Expenses are up to date. 28 days after you have completed the Simplified Payments registration online, MPs' Online Expenses will no longer offer you the option of claiming rent for that property, so you need to ensure that you have submitted any outstanding claims for rent via MPs' Online Expenses within 28 days of your online registration.)**

7. Please note that IPSA will make the first payment to your landlord/letting agent no earlier than 28 days after we receive your properly completed form. You are responsible for maintaining payments to your landlord/letting agent in the interim.
8. IPSA will continue to make payments directly to your landlord/letting agent until the end date of the rental agreement (subject to these conditions). We will send you and the landlord/letting agent a remittance advice when we make each payment.
9. **Every 12 months (or any other period that may be specified by IPSA), you must send a written confirmation to IPSA that the rental agreement remains in force and that the details IPSA holds remain correct.**
10. IPSA may ask you for additional information for validation checks for management assurance or audit purposes.
11. You must certify on this form that you have read, understood and agreed to comply with these conditions and that the information you provide complies with the Scheme Rules and Guidance as set out by IPSA. If you do not comply with the terms and conditions or your information is not consistent with IPSA's rules and guidance, IPSA will not make or will cease to make payments to your landlord/letting agent.
12. **It is your responsibility to inform IPSA promptly if:**
  - The rental agreement ends prematurely, so that we can cease payments.
  - If you intend to renew the rental agreement so that we can continue to make payments directly. You will also need to register the renewed rental agreement with us on MPs' Online Expenses in the usual way. If the property or the landlord has changed, you will need to send IPSA a hard copy of the new rental agreement with the printed bar code form. However, if the rental agreement is continuing on the same terms or there has been a change in rent, you will need to send us a signed letter from the landlord on letterheaded paper to confirm the position.
  - There are any other changes to the terms of the agreement as they occur, such as the landlord/letting agent's payment details or a change in the rental charge. If the rental charge increases or decreases, you will also need to re-register the amended agreement with IPSA on MPs' Online Expenses and then send us a signed letter from the landlord on letterheaded paper confirming the new charge.
  - You cease to be a Member of Parliament during the rental agreement. IPSA will be unable to make payments to your landlord/letting agent under this arrangement if you cease to be a Member of Parliament.

**If IPSA makes an incorrect payment to your landlord/letting agent due to your failure to give IPSA the correct bank account details or to inform IPSA that the rental agreement has ended or that the terms of the agreement have changed, and the incorrect payment results in an overpayment to the landlord/letting agent, you will be responsible for repaying the overpayment to IPSA.**

**SECTION 2: Details of payment**

Please note that IPSA will allow 28 days to process this form and make the first rent payment after we receive this form properly completed in hard copy. IPSA will make the first payment to your landlord/letting agent no earlier than 28 days after we receive your form. You are responsible for maintaining payments to your landlord/letting agent in the interim. IPSA will not be able to make payments directly to landlords/letting agents before November 2010.

**1: About you**

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Constituency: \_\_\_\_\_  
\_\_\_\_\_

Contact Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

If we need to contact you about your payments we will write to you at this address.

**2: Type of rental agreement**

- Residential
- Constituency office

Indicate the type of rental agreement IPSA should pay directly by ticking the relevant box. **A separate agreement must be completed for each property that you rent.**

**3: Details of landlord or letting agent to whom IPSA must pay rent**

Name of landlord OR letting agent who must be paid:

\_\_\_\_\_  
\_\_\_\_\_

Name of landlord/letting agent's bank: \_\_\_\_\_  
\_\_\_\_\_

Landlord/letting agent's sort code: \_\_\_\_\_  
\_\_\_\_\_

Landlord/letting agent's account number: \_\_\_\_\_  
\_\_\_\_\_

Landlord/letting agent's telephone number: \_\_\_\_\_  
\_\_\_\_\_

We will send you and your landlord/letting agent a remittance advice after we make each payment. We will do this by email if at all possible.

**(REQUIRED) Landlord/letting agent's email:** \_\_\_\_\_  
\_\_\_\_\_

**(REQUIRED) Landlord/letting agent's address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

**4: Rental property details**

Rental property address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post Code: \_\_\_\_\_

How often the rent is paid e.g. monthly, quarterly, yearly: \_\_\_\_\_

Rental charge: £ \_\_\_\_\_ per \_\_\_\_\_ **(e.g. month, quarter, year)**

Date by which rental charge must enter landlord's bank account each month/quarter/year:

of each month

OR

of each quarter. Last quarterly payment made on: / /20

OR

of each year

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Start date of rental agreement: \_\_\_\_\_ / \_\_\_\_\_ /20

Length of rental agreement (months): \_\_\_\_\_

End date of rental agreement: \_\_\_\_\_ / \_\_\_\_\_ /20

**5. FOR USE BY IPSA FINANCE ONLY**

Form logged by: \_\_\_\_\_

Date: \_\_\_\_\_

Payments set up by: \_\_\_\_\_

Date: \_\_\_\_\_

Payments set up checked by: \_\_\_\_\_

Date: \_\_\_\_\_

Payment amended by: \_\_\_\_\_

Date: \_\_\_\_\_

Payment cancelled by: \_\_\_\_\_

Date: \_\_\_\_\_

Log reference: \_\_\_\_\_

Log cross reference: \_\_\_\_\_

**SECTION 3: Declaration**

**TO BE COMPLETED BY THE MEMBER OF PARLIAMENT**

**By signing this form you are entering into a legally binding agreement with IPSA that is governed by the terms and conditions set out within this document.**

I certify that:

I have read and understood the terms and conditions for IPSA making payments directly to my landlord/letting agent and that I will abide and comply with them; and

The information I have supplied on this form is, to the best of my knowledge, true and complete and complies with the Scheme Rules and Guidance as set out by IPSA; and

I understand that it is my responsibility to notify IPSA if the rental agreement ends prematurely or is renewed, and to inform IPSA of any changes to the rental agreement, for example a change in the landlord/letting agent's payment details or a change in the rental charge. I will re-register on the MPs' Online Expenses and send IPSA the appropriate evidence in hard copy as required, as described in paragraph 12 above; and

I agree that I will send IPSA a signed confirmation every 12 months (or any other period that may be specified by IPSA) that the rental agreement remains in force and that the details IPSA holds remain correct.

**Signature**

**X** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / 20

**Constituency:** \_\_\_\_\_

**Please post this form to: IPSA , 7th floor, Portland House, Bressenden Place, London, SW1E 5BH. IPSA will then contact you to confirm when we will make the first payment and advise you when to complete the next steps.**

**Data Protection** IPSA will process the personal information you provide, and the personal information it obtains, for the purposes of exercising its statutory functions and as set out in the IPSA Freedom of Information and Data Protection Policy. IPSA may disclose information to third parties where it is required or permitted to do so by law. IPSA is a public authority under the Freedom of Information Act 2000 (FOIA). The information it holds may be disclosable under FOIA. Under the Data Protection Act 1998, you have a right to request a copy of the personal information which IPSA holds on you. To make a request, please contact IPSA's Data Protection Officer. IPSA may charge the statutory fee for access. For further information about how IPSA processes your personal information, please contact IPSA's Data Protection Officer at IPSA, 7th floor, Portland House, Bressenden Place London SW1E 5BH.