THE PROPERTY:

PROPERTY ADDRESS
POST CODE

LANDLORD NAME (S)		
ADDRESS		
POST CODE		
CONTACT NUMBERS: (H)	(W)	(M)
CONTACT NUMBERS: (H)	(W)	(M)
E-MAIL		

GENERAL:

- 'THE COMPANY' MEANS [redacted]
- 'THE LANDLORD' MEANS ANYONE HAVING TITLE OR POWER TO ENTER INTO A TENANCY
- 'THE PROPERTY' MEANS THE ADDRESS DETAILED ON PAGE ONE.
- ANY REFERENCE TO THE MASCULINE SHALL INCLUDE THE FEMININE AND THE PLURAL SHALL INCLUDE THE SINGULAR AND VICE-VERSA.
- ALL FEES AND CHARGES ARE QUOTED EXCLUSIVE OF VAT AND ARE SUBJECT TO VAT AT THE CURRENT RATE.

IT IS AGREED THAT:

- **THE LANDLORD** hereby instructs [redacted] to act as his [sole] agent to let [collect rent] & [manage] the above-mentioned-property on his behalf in accordance with the terms as detailed.
- It is warranted the landlord [or his representative] have title and power to enter into a tenancy agreement and that all necessary licences and consents [if applicable] have been obtained
- The company will erect the appropriate signboard outside the property.
- The company will use their best endeavours to attend to any maintenance problems that may arise and to collect all rent due, if applicable. The company is not responsible for any non-payment or non-performance of the tenant's obligations or neglect during the course of any tenancy.
- The company is not responsible for the management of the property whilst it is vacant unless a separate written agreement has been entered into between the landlord [or his representative] and the company

- The landlord will pay to the company [or where appropriate] allow the company to deduct from the rental income all fees as applicable, vat, miscellaneous fees and expenses
- Should a let fail to proceed due to the landlord [or his representative] letting elsewhere or a change of mind, reasonable expenses incurred by the tenant and the company will be charged to and paid by the landlord within seven days.
- The company has the authority to sign any tenancy agreement on behalf of the landlord unless otherwise instructed by the landlord [or his representative] in writing. The company will not sign any agreement unless this is in the company's standard form.
- Not less than 2 months prior to the end of any tenancy the landlord [or his representative] must give notice in writing to the company requesting that the property is not to be re-let. In the absence of any notice the company is allowed to re-let the property for a term not exceeding the term of the last tenancy agreement and at a rent which, in the company's opinion, is a fair or prevailing market rental value for the property.
- Prior to the commencement of any tenancy the landlord [or his representative] ensures that all furniture, furnishings, appliances and apparatus left in the property complies with all statutory regulations including Gas Safety Inspection & Energy Performance Certificate. The landlord [or his representative] will provide copy certificates and documentation to the company. The landlord's [or his representative's] responsibility regarding these regulations applies even if the company signs any tenancy agreement as agent. The landlord must pay the cost of all surveys and tests.
- The landlord [or his representative] must provide an EPC free of charge to any prospective tenant at the earliest opportunity and a copy must be given to anyone taking up a tenancy. The EPC needs to have been 'commissioned' before a property can be put onto the market however if there is insufficient time to obtain an EPC before letting, then one must be provided to the tenant as soon as is reasonably practicable after a tenant moves in.
- If the landlord resides overseas during any tenancy, he should apply for an exemption certificate from the Inland Revenue to have tax deducted at source. Visit http://www.hmrc.gov.uk/cnr/nr_landlords.htm#2 for more details & information.
- The landlord will provide the company with one full set of keys for the property and provide each tenant with a full set of keys to the property for the duration of any tenancy.
- Should it become necessary to commence any legal action against the tenant, the landlord [or his representative] is responsible for issuing instructions to his own solicitor and to pay any costs and fees applicable
- Whilst the property is vacant the landlord [or his representative] or the company may terminate this agreement by giving not less than two weeks written notice.
- Whilst the property is let the company may terminate this agreement by giving not less than one month's written notice to the landlord [or his representative].
- Whilst the property is let the landlord [or his representative] may terminate this agreement by giving not less than two months written notice to the company.
- Under termination of this agreement the landlord [or his representative] and the company are released from their obligations, without prejudice to the rights of either party in respect of any breach of this agreement and with the exception for any continuing liability of the landlord [or his representative] for the fees applicable if a tenancy is continuing after the termination of this agreement
- The landlord [or his representative] has been given a copy of the company's landlord information brochure and fully understands the contents contained therein.

SERVICES & FEES

(IMPORTANT NOTE: ALL FEES STATED WITHIN THESE TERMS AND CONDITIONS ARE SUBJECT TO THE CURRENT RATE OF VAT AND ARE QUOTED 'EXCLUSIVE' OF VAT IN ALL INSTANCES)

Let Only: 10% of the gross rent due from the tenancy. Payable up-front and deducted from the tenant's initial moving-in money.
Let & Rent Collection: 12.5% of the gross rent due from the tenancy. Payable as 10% up-front plus 2.5% monthly deducted from the rental income.
Full Management: 15% of the gross rent due from the tenancy. Payable as 10% up-front plus 5% monthly deducted from the rental income.

Let Only:

The company will:

1. Use all reasonable endeavours to secure suitable tenants for the property at rental value agreed with the landlord [or his representative]
2. Obtain references in respect of any prospective tenant, and guarantor [if applicable].
3. Prepare the appropriate tenancy agreement for the term agreed, unless the company receive written instructions to the contrary from the landlord [or his representative]
4. Collect one month's rent and dilapidation deposit equal to a maximum of 5 weeks rent from the tenant.
5. Account to the landlord [or his representative].

Please note.
The landlord is responsible for ensuring that this deposit is properly protected under a recognised Tenancy Deposit Protection scheme.
The landlord must advise the tenant where the deposit is protected within 30 days of the commencement of the letting.
The landlord is responsible for collecting all rent due and attending to any maintenance problems, dealing directly with the tenant in all instances.
The landlord is responsible for preparing an inventory and checking the tenants in and out of the property at the commencement & expiry of the let.

Let & Rent Collection:

The company will (in addition to our Let Only service)

1. Collect the monthly rent due in respect of the property.
2. Credit the landlord [or designated bank/building society account]
3. Prepare monthly statements

Please note:
The landlord is responsible for ensuring that the deposit is properly protected under a recognised Tenancy Deposit Protection scheme.
The landlord must advise the tenant where the deposit is protected within 30 days of the commencement of the letting.
The landlord is responsible for attending to any maintenance problems, dealing directly with the tenant in all instances.
The landlord is responsible for preparing an inventory & checking the tenants in and out of the property at the commencement & expiry of the let.

Full Management:

The company will (in addition to our Let Only and Let & Rent Services)

1. Notify the landlord [or his representative] of any disrepair evident and seek his instructions to carry out remedial repairs.
2. During the course of the tenancy attend to any maintenance problems reported by the tenant and instruct independent contractors regularly used by the company. The company will endeavour to advise the landlord [or his representative] of all repairs necessary and reserve the right to carry out repairs up to £300.00 (plus VAT) without consultation. In cases of emergency or to comply with legal statute the company will attend to such matters as considered appropriate. If insufficient funds are available in the rental account to cover any
3. Pay regular outgoings on behalf of the landlord such as ground rent, service charges, insurance etc., if so instructed in writing by the landlord [or his representative].
4. If [redacted] protect the deposit, this will be done in accordance with the terms and conditions of the DPS (Deposit Protection Service). www.depositprotection.com

In consideration of the applicable service as detailed and in all cases, it is agreed that:

- The landlord will to pay to the company the fees **at the commencement of any tenancy period.** In the event of a statutory periodic continuation arising, fees under Rent Collection and Full management services will be deducted on **a month by month basis at 7.5% of the monthly rental income plus VAT at the current rate,** under the Let Only service **a full fee for a term not exceeding the original term will be charged.**
- The landlord will pay to the company **a fee equal to those stated above** for any **renewal or extension** of the tenancy whether or not this is continued occupation.
- If the tenant terminates the tenancy agreement earlier than the full term the company will refund to the landlord [or his representative] **by way of credit a pro-rata basis subject to the minimum fee of £500.00, which ever is the greater. The refund is only applicable if the landlord [or his representative] (a) permits the company to secure alternative tenants and (b) The tenants deposit is insufficient to cover the out of pocket expenses (which include any fees already paid in advance to [redacted]). No refunds are payable should the landlord or tenant terminate the tenancy either by use of any break-clause or by not complying with his obligations under the terms & conditions of the tenancy agreement, or in any event on a Let Only service.**
- If the landlord [or his representative] agrees and authorises a let to commence without any references being taken [redacted] will not **be held liable or responsible for any non-performance in the tenant's obligations under the terms and conditions of the tenancy agreement including the non-payment of rent or early termination of the tenancy and any refund of any pro-rata fee that may be due becomes void.**

ADDITIONAL FEES & VARIABLES

(IMPORTANT NOTE: ALL FEES STATED ARE SUBJECT TO THE CURRENT RATE OF VAT)

- It is recommended that an inventory be prepared, and [redacted] can arrange this on behalf of the landlord, through an Independent Inventory Company. The landlord [or his representative] is responsible for paying any fee due in respect of such inventory being prepared. (Please ask for the inventory charges attached to your specific property).
- If a check-in and/or check-out is required against the inventory, this will be carried out by [redacted] (and upon the landlords written instructions). The landlord is responsible for paying any check in & check-out fees due

(please ask for the check-in fee attached to your specific property), if carried out by a third-party inventory company.
- If the landlord requires any additional property inspections a fee of £80.00 per visit becomes due to the company.
- If the landlord [or his representative] wishes the company to arrange for all the relevant safety checks to be carried out and applied to the property or if the relevant certificates are not given to the company at the commencement of any tenancy, the company will instruct the relevant tradesmen and all costs involved will be at the landlord's own expense.
- If the landlord [or his representative] wishes the company to arrange for the EPC to be carried out a fee of £75.00 must be paid to the company direct by the landlord [or his representative]
- Tenancy Set Up Fees (per tenant and/or guarantor) of £50.00 to obtain full references and right to rent checks on all applicants.
- If any additional copy documentation and/or statements are required a fee of £30.00 per copy becomes due to the company.

- If any non-resident landlord does not apply for an exemption certificate the company will comply with the Inland Revenue regulations and a charge of £150.00 per quarter will be applied to cover administrative costs (Full management or Let & Rent Collection Services only)

INTERNAL COMPLAINT PROCEDURE

All branch staff will deal with the normal day to day issues arising on a one to one basis but once a formal complaint as such has been raised, i.e. "I am not satisfied with the standard of your work/conduct/behaviour etc and I wish to make a formal complaint", then you must put your complaint in writing, setting out your concerns by reference to any related documents – terms of business, tenancy agreement, inventory etc, and send it to:

The Head of Property Management, Management Department, [redacted]

The grievance letter will be acknowledged promptly, investigated in accordance with established "in-house" procedures and a reply sent to you within a reasonable time scale usually no longer than fourteen working days from receipt of the original letter. You will be invited to make any comments that you may have in relation to this response.

Subsequently, if you remain dissatisfied with the way we have handled your complaint, please write to:

The Managing Director, [redacted] Finally, having exhausted our in-house procedures, if you are still not satisfied with our response, you may refer your complaint to:

The Property Ombudsman

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

www.tpos.co.uk

ACCEPTANCE NOTICE (TERMS & CONDITIONS OF BUSINESS)

1. I/WE HAVE READ AND AGREED TO THE TERMS AND CONDITIONS OF BUSINESS AS LAID OUT ON PAGES 1 TO 8 INCLUSIVE OF THE [redacted] TERMS AND CONDITIONS OF BUSINESS DOCUMENT.

Signed by the LANDLORD [or his representative] DATED:

NOTE: IF YOU ARE SIGNING THIS DOCUMENT ONLINE, OR AWAY FROM OUR COMPANY PREMISES THEN YOU ARE ENTITLED TO CANCEL THESE INSTRUCTIONS OR REQUEST AMENDMENTS TO THESE TERMS AND CONDITIONS (IN WRITING) WITHIN A 14 DAY COOLING OFF PERIOD FROM THE DATE OF ORIGINAL SIGNATURE

2. THE COMPANY HAS AGREED TO THE TERMS AND CONDITIONS OF BUSINESS AS LAID OUT ON PAGES 1 TO 8 INCLUSIVE OF THE COMPANY'S TERMS AND CONDITIONS OF BUSINESS DOCUMENT.

Signed by the COMPANY DATED:

[redacted]

Registered in England **No:** [redacted]

AT A GLANCE LEVELS OF SERVICE OFFERED

	LET ONLY (TENANT FIND)	RENT COLLECTION	FULLY MANAGED
Agree the rental value	√	√	√
Provide guidance on legal compliance & letting consents	√	√	√
Advise on refurbishment required (if any)	√	√	√

Erect a board outside in accordance with Town & Country Planning Act 1990 (where possible)	√	√	√
Market the property & advertise on relevant portals	√	√	√
Carry out accompanied viewings	√	√	√
Find Tenants & co-ordinate references	√	√	√
Advise on non-resident status & HMRC (if applicable)	√	√	√
Collect & remit initial months' rent & deposit	√	√	√
Provide tenants with method of payment		√	√
Deduct pre-tenancy invoices	√	√	√
Make HMRC deductions (overseas, non-registered landlords only)		√	√
Advise Utilities of change of occupier			√
Collect & remit monthly rent		√	√
Pursue non-payment of rent and provide advice on rent arrears actions		√	√
Arrange payment of any invoices & bills from the rental income			√
Undertake one interim inspection per year			√
Arrange repairs/maintenance & instruct contractors			√
Protect Deposit with the DPS (Deposit Protection Service			√
Hold keys (if required)			√