



TERMS AND CONDITIONS OF LETTINGS

Landlord's Name: _____

Landlord's Address: _____

Telephone Numbers: _____

Property to Let Address: _____

The Landlord(s) (and their successor in title) appoints this agency to let their property, to act on their behalf, at the landlord expense and authorises the agency to advertise and arrange for prospective tenants to view the property subject to the terms and conditions set out below.

We are pleased to receive your instructions to offer the above-mentioned property for renting on the following basis: -

1. Marketing Details

- 1.1 Sole agency basis. Sole agency is for a minimum period of ____ weeks.
- 1.2 Rental per week for marketing. £ _____
- 1.3 Initial term of Tenancy period required ____ years / ____months.
- 1.4 Furnished
- 1.5 Housing benefit accepted YES/NO

2. Services and agency fees

2.1 Letting only service YES/NO

_____% Of the gross rent for the period of the agreed tenancy term. Payable at the commencement of the tenancy. Minimum fee £500 per six months tenancy. Renewal of tenancy or extensions to the same tenant - Fees as above for the period of the extended term.

2.2 Letting and Rent collection service YES/NO

_____% Of the gross rent for the period of the agreed tenancy term. Payable at the commencement of the tenancy. Renewal of tenancy or extensions to the same tenant - Fees as above for the period of the extended term.

2.3 Full management service YES/NO

_____% Of the gross rent for the period of the agreed tenancy term. Payable at the commencement of the tenancy. Renewal of tenancy or extensions to the same tenant - Fees as above for the period of the extended term.

- 2.4 A free company "To Let" board will automatically be erected at the property once instructions to let have been received. This will be replaced with a "Let by" board when the property has been let. (Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

Note: All fees are subject to VAT at the current rate, including fees for the creation of second and subsequent tenancies are as previously stated above.

Letting Only Service (Tenant Find) YES/NO

- 4.1 Prepare particulars of the property for Let immediately and circulate to prospective tenants and market / advertise as necessary.
- 4.2 Apply for and obtain relevant personal and financial references in connection with each tenant party that will sign the tenancy agreement (except where instructed not to by the landlord).
- 4.3 Prepare all necessary tenancy agreements and relevant notices and co-ordinate the signing of the same by the tenants.
- 4.4 Advise the ingoing tenant(s) of the procedure for registering with the appropriate services (where applicable) into the tenant's name for supply during the tenancy period.
- 4.5 Collect one months rent in advance, together with a deposit / bond in respect of dilapidations and for any non- performance of the tenant's tenancy obligations.
- 4.6 To erect a "To Let" marketing board at the property and to replace the same with a "Let by" marketing board when suitable tenants have been found for the property.

Letting & Rent Collection Service YES/NO

In addition to providing the services listed under our Letting Only Service above, we will also undertake the following:

- 5.1 Make arrangements for the demand of the monthly rent due from the tenant(s) in respect of the property let. (The agency will not act as a debt collector)
- 5.2 Upon receipt of the rent paid by the said tenant(s), to pay the same over to you by cheque or to your nominated Bank / Building Society account as per any pre-arrangements made.
- 5.3 To prepare monthly statements detailing payment received by the agent on behalf of the landlord's let property and to clearly state any deductions or fees made by the agency.
- 5.4 Allowing time for cheque clearance, we will normally account to you within ten working days from the rent receipt date.

Full Management Service YES/NO

In addition to the Letting Only Service and Rent Collection Service mentioned above, we will also:

- 6.1 Arrange and co-ordinate the tenants occupation and vacation of the premises. (Check in and Check out of the tenant(s) to be charged as appropriate)
- 6.2 We will by pre-arrangement provide property visits whilst the tenant(s) are in occupation, with a written report at the request of the landlord.
- 6.3 Arrange for appropriate tradesmen to effect necessary repairs and decoration to a maximum cost of £ 300.00 for repairs. In excess of this amount, we will obtain your approval first except in cases of emergency.

Stamp Duty

Stamp duty is payable on tenancy agreement where the value of the tenancy is over £126,000 by both the landlord and tenant to the Inland Revenue Stamp office. Although it is not compulsory to have the tenancy agreement stamped, it may be required should the tenancy agreement need to be presented in court for repossession purposes. The tenancy agreement can be stamped retrospectively after the commencement period of the tenancy (After the 30 days), where the stamp office above the stamp duty fee of £5.00 may charge a possible penalty of £30.00 plus 7.5% interest.

Please note: As your agency we will not send your tenancy agreement for stamping (Arrangements must be made by the landlord)

The Landlord acknowledges that:

- 9.1 Property is subject to mortgage / loan - Where the property to be let as detailed above is subject to a mortgage or loan for which it is being held as security then permission to let will need to be obtained from the lender(s) prior to the commencement of the let.
- 9.2 Property insurance - Adequate levels of insurance cover on the buildings / and contents of the property being let should be maintained throughout the term of the tenancy.
- 9.3 Safety Regulations – The landlord will fully comply with the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1996; Gas Installation (Safety & Uses) Regulations 1996; Electrical Equipment (Safety) Regulations 1994 or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time.
- 9.4 Legal action – The landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between the landlord and his / her tenant(s). Plus be responsible for the payment of all fees and costs relating to such matters.
- 9.5 Resident outside the UK - Where the landlord resides abroad (outside England or Wales) and is not registered for 'Self -assessment' then tax of allowable expenses at the current rate of the net rent collected by the agency will be deducted and retained by the agency until authority to pay over the money has been obtained from the Inland Revenue. The Landlord must seek to register for "self assessed" for rental if living abroad and becoming a non-resident landlord.

- 9.6 Confirms that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority, and that the property complies with all relevant regulations.
- 9.7 Sale of the property – Should at any time after the commencement of the tenancy unconditional contracts for the sale of the landlord's property are exchanged with the tenant or any associated party, the agency will be entitled to a commission of 1.5% subject to minimum fee of £2,000 of the sale price, including fixtures and fittings, plus VAT*.
- 9.8 The landlord – Agrees to maintain the property to a good standard of repair throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and conditions of the tenancy agreement.
- 9.9 The Landlord – Allows the agency power of attorney to deal with and sign all tenancy agreements, statutory notices, inventories and to instruct a third party inventory company to prepare and deal with all inventory matters where applicable, and to sign any insurance proposal forms on the behalf of the landlord's property.
- 9.10 The agency- Will where managing the property hold the tenant's deposit / bond as agent to the landlord / Stakeholder in the agent's client / deposit bank account where no interest is payable to either landlord or landlord's tenant(s).
- 9.11 The landlord - Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made against the agency concerning the landlord or landlord's property.
- 9.12 The landlord - Undertakes to indemnify the agency within seven days of a demand for payment against all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to yourself and/or nominated bank or building society of the monthly rent.
- 9.13 The agency - Reserves the right to give 30 days notice in writing to the landlord to terminate this agreement stating the reason for doing so.
- 9.14 The agency - Accepts no liability for any damage or theft at the property whilst vacant or between any letting. The agency recommends that the landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. No property management service or agency service is offered during this period. A separate Caretaking agreement will need to be entered into between the agency and landlord as previously mentioned.

10. DECLARATION:

- 10.1 I/We the landlord(s) or authorised representative(s) warrant that I/we have title and power to enter into a tenancy agreement and that all necessary licenses and consents (if any) have been obtained.
- 10.2 I/We hereby authorise the under mentioned agency company to act on my / our behalf in the letting of the property (address as above), during the letting period and to sign any tenancy agreements where required.
- 10.3 I/We have read, understand the above terms and conditions and agree that they will apply for the letting of the above named property for let and to enter into a tenancy agreement.
- 10.4 I/We agree to pay to the agency company all fees due in respect of the tenancy or related fees as detailed above and to pay such fees in respect of the full period for which any tenant introduced by the agency occupies the property whether or not the company is instructed in connection with the letting.
- 10.5 I/We understand that the fees must be paid direct by me/us to the company or will be deducted by the Agency Company from the rental income due to me/us.

The signing of this agreement means that the property will have vacant possession and will be available to let upon the agent finding a tenant(s).
DO NOT SIGN THIS UNLESS YOU AGREE TO ALL OF THE TERMS ABOVE.

LANDLORD'S FULL NAME:

LANDLORD'S SIGNATURE:

DATE:

PLEASE STATE WHETHER THE LANDLORD OR PERSON (S) AUTHORISED TO SIGN ON BEHALF OF THE LANDLORD.

AGENT SIGNATURE: **DATE:**
FOR & ON BEHALF OF FMJ property Services