



Lettings & Management Agreement

Property Address

Landlord Name

Landlord Telephone

Landlord Email

Landlord Address

Monthly Rental £

Agreed Initial Term

Full Management Let Only Rent Collection Only

This Agreement is made between the Landlord/s of the Property/Properties and Parkes & Co Ltd who agree to act as sole agent for the Landlord/s for letting and managing the Property/Properties and are hereinafter referred to as "the Agent" or "Parkes & Co". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered, and the scale of fees charged.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

Property Over View

Property Type :

Number Of Bedrooms:

Entrance Hall Lounge Kitchen Dining Room Utility Room

Conservatory Downstairs W.C Snug Office Other

Master Bedroom Master En-suite Bedroom 2 Bedroom 3

Bedroom 4 Bedroom 5 Family Bathroom Other

Cellar Garage Greenhouse Shed Other

Drive Way Allocated Parking Space On Street Parking

Appliances to be left on a repair/replace basis

Acceptable/Not Acceptable

Pets

Sharers

Students

Company Let

Tenants requiring a Guarantor

Children

Notes

House Keeping

Do you have an up to date gas safety certificate? Yes No

If you do not have a current GSC would you like Parkes & Co to organise Yes No

Do you have an up to date EPC? Yes No

If you do not have a current EPC would you like Parkes & Co to organise Yes No

Do you have an up to date Electrical Safety Certificate? Yes No

If you do not have a current ESC would you like Parkes & Co to organise? Yes No

Do you have in date working smoke alarms on all floors of your property? Yes No

If you do not have SA would you like Parkes & Co to organise? Yes No

Do you have Carbon Monoxide Detectors as required in your property? Yes No

If you do not have CMD would you like Parkes & Co to organise? Yes No

Notes

Location Of Electricity Meter

Electricity Supplier

Location Of Gas Meter

Gas Supplier

Location Of Water Meter

Location Of Stop Tap

Location Of Boiler

Location Of Fuse Board

Location Of Burglar Alarm

Burglar Alarm Code

Council Tax Authority & Band

Entrance Code

Notes

Landlord Information

Bank Details For Rental Payments

Name On Account

Sort Code

Account Number

Have you ever lived in this property? Yes No

Is the property mortgaged? Yes No

Have you obtained a consent to let from your lender? Yes No

Do you have a specific landlords insurance policy? Yes No

If so please provide:

Insurer Name

Policy Number

Renewal Date

If you do not have a SLP in place would you like Parkes & Co to arrange for our recommended insurance company to contact you to provide a quote? Yes No

Please note Parkes & Co may take a commission if Insurance is obtained through our recommended insurance company.

Overseas Landlords

Please confirm whether you are a resident in the UK for tax purposes. Yes No

Non resident landlords must complete a form NRL1 and apply for an exemption to allow us to pay rental income without deducting income tax. This can be done online at HMRC.

Services and Agency Fees

Letting Only Service

12% of the gross rent for the period of six months, payable at the commencement of the tenancy. Minimum fee £420 per six months tenancy.

Renewal of tenancy to the same tenant - £180. If a twelve month or longer tenancy is agreed a fee of 12% of nine months rent will be due.

Full Management Service

12% of the gross rent for the period of the agreed tenancy term, payable monthly from rental collected. £295 setting up fee due on the initial letting, then £175 for subsequent lettings.

Renewal of tenancy to the same tenant at the Landlords request – £180.

Rent Collection Only Service

9% of the gross rent for the period of the agreed tenancy term, payable monthly from rental collected. £295 setting up fee due on the initial letting, then £175 for subsequent lettings.

Renewal of the tenancy to the same tenant at the Landlords request - £180

Services and Agency Fees

Please note all fees include VAT at the current rate

Service	Fully Managed	Let Only	Rent Collection
Tenancy set up fee	£295.00	12% Of 6 Months Rent	£295.00
Commission	12% per month	N/A	9% per month
Renewal of tenancy to same tenant	£180.00	£180.00	£180.00
Deposit Registration	£36.00	£36.00	£36.00
Inspections	Annually Included	£50.00	£50.00
EPC Certificate	£75.00	£75.00	£75.00
Electrical Certificate	£110.00	£140.00	£110.00
Gas Safety Inspection	£75.00	£75.00	£75.00
Rent Protection	PAO	PAO	PAO
Serving Notices	Included	£90	£90
Unfurnished Inventory	Included	Included	Included
Furnished Inventory	£100	£100	£100
End of tenancy deposit return	Included	Included	Included
End of tenancy deposit dispute	Included	PAO Minimum fee £90	PAO Minimum fee £90

Addition Charges

I/we agree to pay a fee of £150 to cover out of pocket expenses if the above property is withdrawn for any reason other than Parkes & Co Ltd are unable to find a tenant after 8 weeks of this agreement.

The cost of any overseas calls, faxes and redirected mail on behalf of the landlord shall be recoverable.

Sales commission if the tenant purchases the property from the landlord is charged at 0.5%

Service	Managed	Rent Collect	Let Only
Property Advertisement	✓	✓	✓
Deal with enquiries	✓	✓	✓
Carry out in person viewings	✓	✓	✓
Carry out thorough referencing	✓	✓	✓
Prepare tenancy paperwork	✓	✓	✓
Undertake Inventory	✓	✓	✓
Collection of deposit and deposit registration	✓	✓	✓
Signing of all tenancy documents	✓	✓	✓
Collection of first months rent	✓	✓	✓
Advise utility suppliers of new tenants	✓	✓	✓
Collection of monthly rental income	✓	✓	
Payment of monthly rental to landlord	✓	✓	
Carry out inspections	✓		
Organise repairs and maintenance	✓		
Organise mandatory safety requirements	✓		
Deal with tenant departure	✓		
Deposit return (subject to no dispute)	✓	✓	✓
Hold keys throughout the tenancy	✓		
Persue non payment of rent	✓	✓	

Full Management Service

Carry out photography and 360 virtual tours of the property. Prepare particulars of the property for Let. Put property details in our office window, organise and erect a to let board outside the property. Advertise on www.parkes-let.co.uk advertise on www.rightmove.com advertise on www.onthemarket.com. Create and post social media advertising where applicable.

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).

Deal with applicant enquiries for the property and arrange subsequent viewings with appropriate applicants.

Carry out property viewings in person.

Apply for and obtain relevant credit searches, personal, employment and current landlord references in connection with each tenant party that will sign the agreement (except where instructed not to by the landlord).

Collect the deposit from the tenants in respect of dilapidations and for any non-performance of the tenants obligations. Register deposit in relevant deposit protection scheme.

Prepare and undertake all necessary tenancy agreements, deposit certificates, inventory, relevant paperwork and notices. Co-ordinate signing of the tenancy agreements, deposit certificates, inventory, relevant paperwork and notices with the tenants.

Collect one months rent in advance of the new tenants moving into the property.

Arrange collection/drop off of property keys to the tenants.

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)

Upon receipt of the rent paid by the said tenant(s), to pay to you by BACS to your nominated Bank / Building Society account as per any pre-arrangements made minus our commission and any outstanding invoices.

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.

Arrange and co-ordinate the tenancy throughout. Including property inspections, organisation of mandatory requirements for rental properties including gas safety inspections and electrical. Organising general property repairs and liaising with the tenants and the landlord regarding these. Please note Parkes & Co may take a commission from contractors from time to time. Parkes & Co reserve the right to carry

out repairs and maintenance upto the agreed limit which is usually £200 per property without prior consent from the landlord. In the event of an emergency we will waive this and take whatever action we see appropriate,

Deal with the notice and departure of the current tenant. Carry out a thorough property inspection once the tenants have departed. Deal with and liaise with both tenant and landlord regarding any discrepancies. Return the deposit to tenant/landlord.

Let Only Service

Carry out photography and 360 virtual tours of the property. Prepare particulars of the property for Let. Put property details in our office window, organise and erect a to let board outside the property. Advertise on www.parkes-let.co.uk advertise on www.rightmove.com advertise on www.onthemarket.com. Create and post social media advertising where applicable.

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Property Refurbishment Service

Parkes & Co can offer the landlord a property refurbishment service at a charge of 12% of all invoices received. Details of the service is available upon request.

The Landlord Acknowledges that:

If 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.

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.

Safety Regulations – The landlord will fully comply with the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1996; Gas Installation (Safety & Uses) Regulations 1996; Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, 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.

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.

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.

The Landlord – 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. Such proof must be provided to Parkes & Co before the commencement of the let.

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 0.5% of the sale price, including fixtures and fittings.

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.

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.

The Agency- Will where managing the property, hold the tenant's deposit as agent to the landlord in the agent's client bank account where no interest is payable to either landlord or landlord's tenant(s).

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.

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.

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.

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.

The Tenancy Deposit

The Tenancy Deposit:

The Agent is a member of a Tenancy Deposit Scheme, which is administered by:

My Deposits
Ground Floor, Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Phone: 0844 980 0290

web: www.mydeposits.co.uk

email: customerservices@mydeposits.co.uk

fax: 08456 34 34 03

If we are instructed by you to hold the Deposit, we shall do so under the terms of My Deposits.

The Agent holds tenancy deposits as Stakeholder (if not already specified with the Tenancy Agreement).

At the end of the tenancy covered by the one of the two Deposit Schemes

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 30 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any

differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication . All parties agree to co-operate with any adjudication.

The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to dispute scheme used the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 30 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but the deposit scheme used will take appropriate action to recover the deposit and discipline us.

You/We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Dealing with disputes from non-ASTs: The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does: The ICE will propose what he considers the most effective method of resolving the dispute. Landlord, tenant and agent must consent in writing to his proposal. Disputes will be subject to a fee of £600 or 12% of the deposit, whichever is the greater.

The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

Incorrect information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

CONSENT TO LET:

IF the property/properties are subject to a mortgage, I/We confirm the property/properties are suitably mortgaged and I/We have Consent to Let from our mortgage lenders.

LANDLORDS SIGNATURE:

PRINT NAME:

DECLARATION:

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.

I/We hereby authorise the under mentioned agency company to act on my / our behalf in the letting of the property (address/es as above), during the letting period and to sign any tenancy agreements where required.

I/We have read, understand the above terms and conditions and agree that they will apply for the letting of the above-named property or properties for let and to enter into a tenancy agreement.

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.

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/properties 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 SIGNATURE

LANDLORD'S FULL NAME

DATE

IF SIGNING & ACTING ON BEHALF OF THE LANDLORD/S, PLEASE PROVIDE PROOF OF POWER OF ATTORNEY.

Registered in England & Wales Company No. 07407148 VAT No: 2087655 88
Parkes & Co Ltd Registered Office: 28 Bondgate, Otley LS21 1AD 01943 467000

The consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

[The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013]

Date:

Agent's name:

Any relevant reference no. or property address:

The address, (including any electronic mail address as well as the postal address),
of a person to whom a cancellation notice may be given.

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

Cancellation Notice to be Included in Notice of the Right to Cancel

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named above. You may use this form if you want to but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

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CANCELLATION NOTICE