



# TERMS & CONDITIONS



## INTRODUCTION

The Service commences with an initial visit to 'the property' in order to agree a suitable rental value and to discuss particulars pertaining to 'the property' and 'the landlord'.

The rent quoted by 'us' on 'your' behalf are inclusive of; any ground rent, service charges, building and contents insurance (for the 'Landlords' own items). The rents quoted by 'us' on 'your' behalf are not inclusive of: gas, electricity, oil and water rates, telephone charges and council tax.

Once 'we' have received 'your' instructions 'we' prepare marketing particulars and start marketing 'the property'.

It is 'your' responsibility to ensure that 'the property' complies with all the relevant legislation. By law, all machines, gas appliances, electrical wiring and white goods should be in full working order. They should also have been serviced and checked for safety in line with legislation and have clear instructions for use. The property' should be thoroughly cleaned and gardens (if applicable) should be in good seasonal condition.

'We' shall accompany prospective Tenant(s) to 'your' 'property'. (In exceptional; circumstances 'we' may arrange for prospective Tenant(s) to meet 'you' at 'the property'.

Once 'we' have found suitable Tenant(s) a Holding Deposit will be taken and the prospective Tenant(s) shall sign 'our' Applicants Agreement. 'You' shall be notified by telephone (wherever possible) and/or in writing or email, the details of the offer and the prospective Tenant(s) will be detailed and agreed with 'you'.

'We' shall endeavour to take up references and inform 'you' of the nature of the contents of the references and provide copies of them for 'you'. Although 'we' shall endeavour to ascertain the suitability of the Tenant 'we' rely on information provided to 'us' by third parties and 'we' do not guarantee in any way the accuracy or completeness of the of the information provided.

'We' shall collect a deposit equal to at least one month's rent unless otherwise instructed the deposit shall be lodged in line with current legislation with:

### The Deposit Protection Service

The Pavilons  
Bridgewater Road  
Bristol  
BS99 6AA

'We' use an Assured Shorthold Tenancy under the Housing Act (as amended by the Housing Act 1966) Agreement and relevant Notices are available for inspection prior to commencement of tenancy. 'We' should be happy to include additional clauses requested by 'your' Solicitor. Should you decide to use 'your' own Agreement, a draft must be made available to 'us' at the earliest convenience. Should 'your' own Agreement be used 'we' cannot be held responsible for errors, omissions, or for the Agreement implementation.

Unless instructed by 'you' 'we' shall contact the Tenant(s) not less than one month prior to the end of the Tenancy to determine whether they wish to remain at the property and then act on their response accordingly.

## RENT COLLECTION SERVICE

Rent management services includes the let only service, but does not include property management service.

'We' shall inform the: Electric, Gas, and Thames Water of the Tenant(s) details to ensure the correct billing to the property.

'We' shall provide the Local Authority with a letter signed by the Tenant(s) and a copy of the Tenancy Agreement to ensure correct billing to the property.

Under Section 21 of the Housing Act 1988 (as amended by the Housing Act 1996) 'the Landlord' is required to serve not less than two months written notice when requiring possession of the property prior to the expiry of the term. Should 'you' require possession of the property, 'you' must give 'us' written instruction at least two weeks prior to the notice deadline to serve notice upon the Tenant(s). 'We' cannot be held responsible for the delay in regaining possession should 'you' fail to provide written instructions within the specified period.

### Annual Accounts

'We' shall prepare an Annual Statement of Accounts covering the year ending 31st March.

### Rent Warranty

In support of our service for vetting prospective tenant's financial covenant and general creditworthiness, if it turns out that a tenant falls into rent arrears for whatever reason, 'we' warranty the payment of certain limited rent for 'you'.

In the event that within 12 months of the commencement of the tenancy and provided that the date is within 60 days of the effective date of the reference certificate and that the deposit has been lodged within 14 days of the commencement of tenancy with one of the authorised deposit taking bodies, there is any default in payment of the tenants referenced share of the monthly rent or part thereof 'we' will pay monthly, in arrears:

- An excess equal to one month's rent up to a maximum of £1800.00 per calendar month.
- Up to a maximum of 8 payments (the first months rental being collected within the deposit and excluding the first month of arrears) or until the end of the fixed term of the tenancy agreement whichever is soonest.
- Payments will be pro rata to the period until vacation. If the tenant vacates 'the Property' the last payment will be pro rata to the date of vacation.

Payments will be made subject to any deductions agreed in the Terms and Conditions.

## PROPERTY MANAGEMENT SERVICE

Property Management Service includes the Let Only and Rent Management Service.

### Maintenance

'The Landlord' has a statutory responsibility for the upkeep of the property pursuant to Section 11 of the Landlord and Tenant Act 1985. 'The Landlords' responsibilities under this Act are to keep in good repair the structure of 'the property' (including: drains, gutters, down pipes and the exterior). To keep in good repair the appliances for supply of: gas. Electricity and water to 'the property'. To keep in repair: the appliances, heating systems, water tanks and sanitary appliances of 'the property'. 'We' shall deal with the day to day repairs up to a maximum of £200.00 including VAT per item. If repair or replacement is likely to cost in excess of this figure, except in emergency, 'we' will endeavour to contact 'you' or 'your' representative to confirm costs involved. In the case of an emergency, 'we' shall authorise the repair. 'We' reserve the right to levy a supervision charge of 10% plus VAT where the costs exceeds £1000.00. In order to provide this service 'we' require a float of £200.00 This will be deducted from the initial payment of rent and maintained at the agreed level from subsequent net rents passing from the Tenant(s) to 'you'. 'We' are unable to arrange for works prior to letting unless we hold sufficient funds to cover the cost.

### Cleaning

'We' recommend that 'the property' is professionally cleaned prior to the commencement of marketing 'the property'. 'We' can arrange this on 'your' behalf. 'You' shall be responsible for the costs, which shall be deducted against 'your' initial rental income upon letting 'the property', should 'the property' not be let by 'us' the cleaning should be paid for within 14 days of the date of the invoice.

### Property Inspection

'We' can undertake property inspections on your behalf during the Tenancy. The inspection will extend only to apparent damages to fixtures, fitting and the exterior state of repair and will not amount in any way to a structural survey of 'the property'. 'We' cannot accept responsibility for hidden or latent defects. 'We' shall advise the occupants if, in our opinion they are not taking correct care of 'the property'. 'We' shall advise the occupants if, in our opinion they are not taking correct care of 'the property'.

## ADDITIONAL SERVICES

'We' can arrange a Gas Safety inspection and Certificate on 'your' behalf. 'We' can arrange a Energy Performance Inspection and Certificate on 'your' behalf. It is 'your' responsibility to ensure all relevant consents are obtained before 'your' 'property' is let.

Where 'the property' is subject to a mortgage, the prior permission of the mortgage may be required to let or sub-let 'the property' 'You' should contact your Building Society or Bank as soon as possible. The mortgagee will normally wish to see a copy of the proposed tenancy agreement and the executed tenancy agreement. 'Your' mortgage company may charge a fee for their approval.

If 'you' are a Tenant or a Lessee you may require consent to sub-let 'your' property from the freeholder, the managing agent and/or 'your' landlord. 'You' should obtain written consent from the relevant party, who may require seeing a copy of the Tenant(s) references ('We' are happy to arrange such consents, but, must be notified in writing of the full details and procedures required).

### Legislation & Regulations

It is 'your' responsibility to ensure that 'the property' and its contents comply with all the applicable legislation and regulations including (without limitation to the foregoing) those listed below:

#### Gas Safety (Installations and Use) Regulation 1994

##### Gas Safety

As a landlord 'you' are legally obliged to have the gas supply and all gas appliances in the property inspected annually by a Gas Safe Registered Engineer and to supply a copy of the Gas Safety Certificate to the Tenant(s) prior to, or at commencement of the Tenancy and annually thereafter. 'You' must provide a copy of the Gas Safety Record to 'us' at least three working days prior to the commencement of Tenancy or authorise 'us' to arrange this Gas Safety Inspection/Certificate at a cost of £90.00  
Where 'we' are instructed to organise a Gas Safety Inspection/Certificate 'we' shall deduct the cost from the rent payment.

#### Electrical Equipment (Safety) Regulation 1994

##### Electrical Equipment

With effect from 9th January 1995 it is an offence to supply electrical equipment that is not safe. As a landlord 'you' should ensure that both the electrical installation and electrical equipment provided in 'the property' are safe. From 1st January 1997 all new electrical appliances must carry a 'CE' mark and instruction booklet or clear working instructions must be provided. Newly installed plugs and sockets must also comply with regulations. 'We' recommend that these are tested by a qualified and approved electrician.

#### Fire Safety

With effect from 1st March 1989 it is a criminal offence, punishable by fine and/or prison term, to let a property with furniture and soft furnishings which cannot be proven to comply with Fire Resistance requirements as required by the above Regulations. Landlords are advised to take their own professional advice with regard to this matter.

## Section 46 Consumer Projection Act 1994

It is an offence to let a property with a cooker that is dangerous in any way.

### Agents Authority

'We' have the authority to remove: furniture, furnishings, electrical appliances and gas appliances from 'the property' that do not comply with current safety legislation and replace the item(s) at the Landlord(s) expense with a reasonable equivalent.

### Non Resident Landlords - Taxation

Where a 'Landlord' goes abroad for a period of 6 months or more 'the Agent' (if they collect rent) or the Tenant(s) (if they pay the rent directly to 'the Landlord) is required to deduct tax directly from the rent and forward it on to the Inland Revenue, unless the Landlord' has sought Inland Revenue approval. In the event no such approval has been provided to 'us' and 'we' are instructed to collect rent or manage 'the property', tax will be deducted at the prevailing rate and forwarded quarterly to the Inland Revenue. 'We' do not offer tax advice.

Information that can be supplied to the Inland Revenue: The Inland Revenue may request information regarding tenancy details include: rent, landlords(s), tenant(s) etc. 'We' are legally obliged to provide this information and as such 'we' shall provide this information without further notice.

### Additional Items

If 'your' 'property' is leasehold, there may be terms in 'your' head/superior lease that may need to be passed to your Tenant(s) for them to comply on 'your' behalf. These terms would then be added to the Tenancy Agreement to ensure 'you' are protected. It is 'your' responsibility to supply 'us' with a complete copy of any relevant head/superior lease and we shall attach this to the Tenancy Agreement in order for the Tenant(s) to be aware of other obligations they may need to comply with (in addition to those contained in the Tenancy Agreement).

It is essential 'the property' and the contents included in the inventory are adequately insured and that 'your' insurers are aware 'the property' is let. Failing to do so may invalidate 'your' insurance cover. 'You' must also inform your insurers if the property is empty, for periods greater than those specified in 'your' Insurance Policy. 'We' will not be responsible for the renewal of 'your' insurance cover unless 'we' receive written instruction to do so. The Tenant(s) has the legal right to request of 'your' property/building/insurance and 'you' agree to supply 'us' with a copy for this purpose.

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