

LETING AND MANAGEMENT SERVICE

TERMS OF BUSINESS

This agreement sets out the terms of business that you as the Landlord and we as your Agent shall operate

SERVICE

The Letting and Management Service will provide you with the following benefits:

- Providing a rental valuation of your property.
- Local and national marketing, including a professional 'To Let Board' where appropriate.
- Carrying out an accompanied viewing with prospective Tenants.
- Advice on the presentation and preparation of your property.
- Advice on your legal obligations as a Landlord.
- Considering applications from prospective tenants and (if required) guarantors in order to assess Suitability.
- Preparing and signing as agent on your behalf a suitable tenancy agreement in accordance with current law.
- Ensuring that service suppliers details are given to the tenant (i.e. Gas, Electricity, Water rates and Telephone Services, where applicable).
- Advice on insurance, i.e. rental guarantee, fire, contents, Landlords liability, etc.
- Ensuring that bond payments are submitted with a government approved deposit scheme and supplying the Tenant with the prescribed information as specified in the Housing Act 2004.
- An inventory will be provided detailing the general condition and contents and will be checked at the termination prior to any deposit being repaid to the tenant.
- Collecting ongoing rental payments and forwarding them by bank transfer to your chosen account and forwarding monthly statements on to the Landlord on the 1st of every month for the previous month.
- Action against the tenant in the event of rental arrears or any other breach of terms and conditions within the tenancy agreement. Any legal action required for the recovery of the same, must remain the responsibility of the landlord. If the Landlord requires Fabrik Property Management LTD to carry out any legal action they must provide instruction in writing to Fabrik Property Management LTD and agree to the fees outlined within this Agreement.
- Inspecting the property at agreed intervals of every 6 months to ensure that the tenant/s are fulfilling their obligations under the terms of their tenancy agreement as well as providing a written report of the property. **(£25.00 for each)**
- Organising repair or maintenance, instructing a tradesman to attend the property, obtaining estimates where necessary, supervising works and settling accounts. This shall be subject to the agreed cost limit, however in an emergency; the right is reserved to proceed without prior authorisation.
- Arrangement of service contracts if requested by the Landlord.
- Carrying out a full property inspection and inventory check at the end of each tenancy and dealing with matters relating to unfair wear and tear before releasing the tenant deposit. **(£30.00 for each)**
- Re-letting the property unless otherwise instructed by the Landlord.

GENERAL CONDITIONS

- We provide an 'Assured short-hold tenancy' which offers the Landlord a guaranteed right to repossess his property at the end of the fixed tenancy term.
- An assured short hold tenancy must be for a fixed term of at least six months. The Landlord may at any time serve two months' notice to recover vacant possession after the fixed term.
- We will charge reasonable administration fees to all tenants upon application and during the tenancy and may occasionally earn commission on services provided to our clients or introductions made.
- The deposit shall be protected in accordance with government legislation with no interest payable to the Landlord.
- Where you are deemed to be a resident overseas, unless exemption has been agreed, we must deduct the basic rate of tax from rental received and forward the same to the Inland Revenue.
- Should you take any form of legal action against a tenant for any breaches of the tenancy; any costs incurred will remain your own responsibility. If you require us to attend court on your behalf, we will be entitled to charge an additional fee, which can be agreed by both parties should this time arise.
- If at the end of the tenancy, the tenant disputes any charges placed against their deposit, the Landlord will allow the agent to withhold the final month's rent to ensure that funds are readily available to cover any repair or maintenance cost in preparation for the next tenancy.
- If the tenant pays their rent three months or more in advance, the agent will retain one calendar months' rent as security against any possible expenditure that may arise during that period. At the end of this period, the money will be released back to the Landlord.
- The Landlord authorises the agent to carry out the various duties of property management as detailed under the service we provide. It is also agreed that we are entitled to pay without query, any accounts or demands which appear in order and cannot accept responsibility for the verification of service/maintenance charge demands/estimates where applicable.
- Whilst the tenant will of course be responsible for their own contents insurance, it is important that the appropriate landlords buildings and contents insurance cover exists during the letting period. The agent can help arrange this for you, however it is clear that the agent cannot accept responsibility for any inadequacy of any insurance cover.
- Unless otherwise informed by you, we would immediately re-let your property to a suitable tenant. Consequently, in most circumstances your property will be re-let without any loss of rent, however of course this cannot be guaranteed.
- We reserve the right to assign our rights and/or obligations under this agreement where appropriate.

LANDLORD WARRANTY / AUTHORISATION

- You confirm you are the lawful owner of the above-mentioned property and that the agent is authorised to act in accordance with this agreement and sign a suitable tenancy agreement and other relating documents on your behalf.
- The Agent is authorised to retain up to **£150.00** from the rental income to pay for any one item or job in relation to maintenance, repair or replacements that is consistent with good estate management in instances where, due to lack of time or unusual circumstances, it has been impractical to obtain prior instructions.
- If your property has a mortgage with a Bank or Building Society, you have sought prior written approval to let the property. It is rare that permission is refused, however you should still obtain written permission in order to let your property. In cases where you are the leaseholder, you must also check the terms of the lease and if necessary, obtain written permission to let the property.
- You have informed your insurance company that the property is to be let, ensuring that the buildings and/or contents insurance cover remains adequate and operative.
- You agree to provide photo ID and proof of address to comply with Money Laundering legislation.
- For tax purposes, you will notify the agent if you are presently or, at any time become non-resident in the UK during this agreement.
- As the Landlord of the Property you are responsible for all Council Tax queries and payments for the property.

IMPORTANT LEGAL AND SAFETY REQUIREMENTS

The Landlord agrees to comply with the following regulations at all times:

- Gas Safety (Installation and Use) Regulations 1998 which apply to all gas appliances, flues, meters and associated pipe-work in tenanted accommodation.
- Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation – Part P, and the British Standard BS1363 relating to plugs and sockets.
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) which set minimum fire resistance standards for domestic upholstered furniture, furnishings and other products containing upholstery that remain in a dwelling during the course of a tenancy.
- Energy Performance Certificates. From October 2008 all buildings including factories, offices, retail premises and public sector buildings - must have an "EPC" whenever the building is sold, built or rented.
- Houses of Multiple Occupation. The landlord confirms that where a property falls under a licensable House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations

TERMINATION

- Should you withdraw the property at the stage we have taken a holding fee from a suitable tenant, you must still pay the agreed letting fee in accordance with our terms of business.
- This agreement may be terminated at the end of our tenant's occupancy within the property, subject to two months written notice from the party who wishes to terminate.
- Any evidence we receive that shows you are in breach of any regulation relating to the property (whether statutory or not) may result in 7 days' notice of termination.

FEES

FABRIK PROPERTY MANAGEMENT LTD fee for the Letting and Management Service is 10% of the monthly rental income (No commission is charged on deposits)

The standard letting fee is **£120.00** and this is charged for introducing a new tenant and drawing up a new tenancy agreement.

Carrying out a full property inspection and inventory check at the end of each tenancy and dealing with matters relating to unfair wear and tear before releasing the tenant deposit. **(£30.00 for each)**

Inspecting the property at agreed intervals to ensure that the tenant/s are fulfilling their obligations under the terms of their tenancy agreement as well as providing a written report of the property. **(£25.00 for each)**

Preparing documentation for legal action on behalf of the Landlord, the Landlord will be charged the following fees:

- Issuing Sections on behalf of the Landlord **(£25.00 for each)**
- Preparing Documentation for Court on behalf of the Landlord **(£120.00 for each)**
- Staff Court Attendance on behalf of the Landlord **(£25.00 per hour)**

Arranging and obtaining relevant property Certificates on behalf of the Landlord, the Landlord will be charged the following fees:

- EPC Certificates **(£60.00 for each)**
- Gas safety Certificates **(£80.00 for each)**
- Electric Certificates **(125.00 for each)**

Arranging Insurance on behalf of the Landlord **(£25.00)**

Arranging Licences on behalf of the Landlord **(£50.00)**

Arranging additional keys for a property on behalf of the Landlord **(£10.00 for each)**

Please note that our services are offered on a "No Let No Fee Arrangement", therefore you pay nothing to this agency until we have found and arranged a suitable tenancy agreement on your behalf.

N.B. Monies received via our office will be paid direct to you "The Landlord" on the last day of each month unless this falls on the weekend, it'll be paid the nearest Monday (unless bank holiday).

In circumstances where tenants are receiving Housing Benefit, occasionally the Council may recall "over-payments". In such a situation the Landlord will repay the appropriate rent back to the Council and/or reimburse the agency where appropriate.

Where a tenant is introduced to a landlord by means of an arranged viewing, a fee will be payable if the landlord offers a tenancy to the applicant at any time within the following 12 months.