

Terms of Business**Leave it with us****Details**

Full name of owner(s):

Agreed Rental P/M:

Address of property to be let:

.....

Telephone numbers:.....

Email:

Correspondence address:

.....

OwnershipPlease tick the box to confirm you have provided **Leave it with us** with the following:

1. Proof of ownership of the property you wish to let. ☐
2. Proof of photo identity, either a copy passport or driving license. ☐

Rent payment details [if applicable]

Bank name:

Sort code:

Address:

Account name:

Account number:

Note: We will pay rent direct to your account

The Property will be offered for rent [minimum amount at an initial figure of

£

Starting on:

If your permanent residence is overseas for more than 6 months of the year please tick here to confirm that you are an overseas landlord ☐

1. Management Fees

Based on the initial rental amount shown above and the service selected and based on an example 12 months tenancy, the fees you would pay will be:

Service level	Let only	Management	Extension
Fees	8%	8%	7%

The following services are available on request and the cost will be in addition to your above management, new let /extension Fee

To register a deposit with DPS and deal with related administration [] £66.00 annually.

To check a tenant into your property and provide a check report £150.00 []

To check a tenant out of your property and to provide a check out report £150.00 []

To carry out interim property inspection and provide a report £150.00 []

To carry out an inventory of your property and provide a report £150.00 []

To arrange for a contractor to carry out any safety reports or certificates, when requested. [] £95.00

2. Safety legislation

As a landlord you must comply with the following legislation: We can arrange the necessary inspections/reports on your behalf if you wish.

1. Gas safety [installation and Use] Regulation 1998.
2. The Electrical Equipment [Safety] Regulation 1994.
3. Building Regulation Part P: Electrical Safety [2013] edition.
4. The Smoke and Carbon Monoxide Alarm [England] Regulation 2015.
5. The furniture and Furnishings [Fire] [Safety] [Amendment] Regulation 1993 if required.
6. The control of Legionella Bacteria in Water Systems.

3. General Legislation

As a landlord you must comply with the following legislation: We can arrange the necessary inspection/reports on your behalf if you wish.

1. Energy Performance of Buildings Regulation 2007/991 [amended 2012, 2015, 2016, 2017].
2. Immigration Act 2014 and 2016.
3. House in Multiple Occupation [HMO] Planning Consent.
4. Selective Licensing.
5. Additional Licensing.

If applicable to any of the above, certificates /reports should be provided prior before marketing, Management or lettings commencing.

4. Your Obligation to us

- 2.1 You appoint us to act as your facilitator to carry out the services selected.
- 2.2 You will pay us for providing the selected service in accordance with our fees, detailed of which are on the first page of this agreement.
- 2.3 You must reimburse any expenses we incur out of any rent due to you.
- 2.4 You must have the right to let your property. You must obtain consent from your lender or any other person whose permission is needed.
- 2.5 You must inform your insurer that you will be letting the property and make sure your building or contents insurance [or both] is adequate.
- 2.6 You must keep us indemnified against any losses, compensation or cost we may incur while carrying out our duties under this agreement. [Indemnified means to fully protect us against loss].
- 2.7 You must keep us informed of any changes of your address.

5. Our obligation to you

- 5.1 We will inspect the property to advise you on the rent you can expect to achieve.
- 5.2 We will advise you on how we will market the property.
- 5.3 We will advise you as to what contents to leave in the property
- 5.4 We will give you advice on the statutory safety regulations required.
- 5.5 We will give you guidance on the statutory safety regulations required
- 5.6 We will introduce and arrange for prospective tenants to view the property.
- 5.7 We will obtain references on prospective tenants.
- 5.8 We will prepare a standard tenancy agreement and arrange for it to be completed [fee as agreed].
- 5.9 We will arrange for the deposit to be registered with DPS and will deal with the related administration [fees as agreed].

6. Management

In Addition to the Let Only Service described above

- 6.1 We will manage the property on your behalf.
- 6.2 We will arrange for general repairs and maintenance to the property and request a holding fee of £250. We will seek your permission before carrying out repairs exceeding £250 except in an emergency.
- 6.3 We will check the tenants into the property at the start of the tenancy [fee as agreed].
- 6.4 We will visit the property at the end of the tenancy to check the contents against any inventory and the property against any schedule of condition [fees agreed].
- 6.5 We will visit the property every three months and notify you of any visible problems but we will not check the contents against the inventory or compare the property with any schedule of condition [fees as agreed].
- 6.6 We field initial call/emails from tenants, who are able to reach us out of office hours for an emergency.
- 6.7 We provide a team of service providers if requested. Please tick if you have your allocated team of service providers whom were able to liaise with. ☐

7 General – notices/additional

7.1 Suitability of Tenants

We cannot guarantee a prospective tenants or guarantors suitability. We will however make reasonable enquires as to they're suitability.

7.2 Insurance

We strongly recommend specialist landlord Insurance plus Rent Protection Insurance.

7.3 Changes to Terms of Business:

We reserve the right to change this Term of Business and give 28 day' prior written notice of the change. If the change is to your disadvantage you may end this agreement.

7.4 Management Service and Emergency Repairs:

When instructed to manage the property for you, we will carry out repairs to the value of £250.00 [which we will pay from a holding fee]. Any figure above £250.00 would need your consent.

Please tick if you wish to be contacted for every repair, regardless of cost. ☐
[Other than in an emergency]

7. Continued

7.5. Services

Please arrange for the accounts including gas, electricity, water, telephone and council tax to be settled and services disconnected [if appropriate] before a tenancy starts. Please tell the relevant services that you are no longer responsible from a given date for paying bills. **Leave it with us** administrator will transfer the accounts for gas, electricity, water and council tax into the tenants name for the duration of the tenancy at your request.

Leave it with us administrator will transfer the accounts back in your name at the end of the tenancy at your request.

7.6 Mail

Please make your own arrangements for mail to be forwarded to you from the property, as we are not responsible for forwarding mail.

7.7 Vacant Property

Our services do not include the management or supervision of vacant properties. This applies whether the property is empty before or after the ending of a tenancy or during any period between tenancies.

7.8 Inventory

I confirm that I have instructed **Leave it with us** to complete an inventory

[] initials.

I can confirm I will be providing **Leave it with us** with my own inventory

[] initials.

Note: If you are neither instructing **leave it with us** to complete an inventory or providing us with an inventory report please refer to point 12 of this terms of business.

7.9 E-Signatures

We may on occasion ask you to receive and sign documents electronically and this can only be carried out whereby you are the sole user of your email address. Please confirm by signing below that the email you have supplied is for your use only and that you agree to receive documents electronically.

Please tick if you do not wish to receive and sign electronically ☐

Signature:

8. Tenancy Deposits

8.1 If you decide to hold the deposit and the tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the tenancy under which other Tenancy Deposit Protection Scheme the deposit will be covered.

8.2 If you decide to use an alternative tenancy deposit protection scheme then it is your responsibility to register the deposit with the scheme within 30 days and provide the tenants with the deposit registration certificate and any other prescribed information relating to the scheme.

If you fail to do so the tenant can take legal action against you in the County Court

9. Ending the agreement

9.1 You may end the agreement by giving seven days notice in writing.

9.2 We may end the agreement by giving you seven days notice in writing if we consider you are in breach of any statutory regulations relating to the property.

9.3 The agreement will end on the expiry of any tenancy or letting we have arranged; or, if the letting is renewed, the agreement will end when the subsequent renewal expires.

9.4 You or we may end the agreement by giving 28 days' written notice to the other. If you give notice to the end agreement, you must pay us all money you owe us up to the date the agreement ends.

9.5 If, before the tenancy ends you enter into a renewed tenancy with a tenant we introduced, you must pay us the relevant fee as agreed

10. Data protection act

We need to use your personal details to carry out the agreed services including passing on your information to groups or companies we work with. We would like to keep you informed about other products and services in the future we feel may benefit you. We will share your personal information within our linked group of companies so you may be contacted regarding other products or services we feel may benefit you.

If you do not wish to receive information from us in the future please tick the box ☐

11. Third parties

You agree that we can pass your details to a third party for the purpose of preparing the EPC and to assist in the course of property management

12. Inventory disclaimer

A professional inventory safeguards the property and its contents, providing independent evidence in the event of any disputed claims against a tenant's deposit. A professional inventory will include a schedule of condition of the property, room by room, and list all contents detailing the age, appearance, quality and general condition of every item fixture and fitting. It is important that this document is an accurate reflection of a property in its entirety at the commencement of a tenancy.

When a tenant vacates a property at the end of a tenancy, there may be dilapidations which the landlord wishes to claim from the deposit. If a tenant disputes the claim this may result in a deposit scheme adjudicating the dispute or a tenant issuing court proceedings. Without an accurate inventory it is difficult to demonstrate deterioration of the property during the period of tenancy, to support the landlords claim. Without proof, disputed amounts may be awarded to the tenant automatically.

I have taken the decision not to have an inventory for the letting of my property

Signed:

Acceptance of agreement by owner[s]

Before signing this agreement you should make sure that you have read and understood the terms and condition set out in the document.

Name:

Signed:

Date:

Name:

Signed:

Date:

Cancellation Procedure

You can cancel this contract within a period of 14 days from the day the contract commences by serving notice to: **Leave it with us** *Property Facilitators*

Email: Telephone no:

Signed;

Date:

Signed:

Date:

I/We hereby give notice to cancel my/our contract for the provision of your Property facilitating service

Name:

Signed:

Date: