

Terms and Conditions

between

.....

hereinafter referred to as 'The Landlord';

and

Pay As You Go Letting

hereinafter referred to as 'The Agent'.

Re: (Property address)

.....

1.0 Agent's services

The Agent will endeavour to:

- 1.1 Determine a market rental on the property
- 1.2 Take appropriate action to find a suitable tenant
- 1.3 Make steps to investigate the suitability of the tenant
- 1.4 Arrange for payment by the tenant of initial rent and security deposit
- 1.5 Take necessary action to pursue rent arrears where appropriate
- 1.6 Draw up a Tenancy Agreement and specified Notices in accordance with the relevant Housing Act(s) and or other legislation
- 1.7 Prepare detailed inventory of the property
- 1.8 Arrange for the tenant to occupy the property
- 1.9 When instructed, serve Notice of Termination upon the tenant
- 1.10 Renew the tenancy to the existing tenant at the end of the term
- 1.11 Organise, and where necessary supervise repairs/routine maintenance work as required
- 1.12 Following initial supply of Landlord's Gas Safety check, arrange check annually thereafter

2.0 Landlord's responsibilities

- 2.1 To obtain consent to let out property from any lender, i.e. bank or building society, if necessary
- 2.2 To notify the Agent as soon as possible if the rent is in arrears. The Agent does not receive rent from the tenant at any time. It is therefore the responsibility of the Landlord to check their nominated bank account every month to ensure the rent has credited the account
- 2.3 If the property is a leasehold and required consent from a superior landlord you must obtain such consent
- 2.4 To acquire buildings and contents insurance and to notify your insurer of the tenancy
- 2.5 Be responsible for your own legal costs in respect of any court proceedings
- 2.6 Ensure that the furniture or furnishings provided in the property comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended
- 2.7 Ensure that all gas and electrical installations, pipe work, flues and appliances in the property are safe at all times and comply with all gas and electricity safety regulations
- 2.8 To notify us of any change of address and provide us with contact telephone/fax/email address
- 2.9 To give notice to the Agent of his/her intention to repossess the property. This notice shall be in writing and shall be 3 months prior to the end of the tenancy, giving sufficient time for the correct termination notices to be served on the tenant
- 2.10 To pay the Agents fees in accordance with Clause 3.3

3.0 General Terms

- 3.1 The Agent has the authority to sign the tenancy agreement and legal notices, on behalf of the Landlord
- 3.2 Expenditure incurred by the Agent in respect of the maintenance and running of the property will be recovered from the Landlord
- 3.3 All invoiced work must be paid within 7 days of the date of the invoice. Failure to pay invoices within 21 days of the date of the invoice will result in the debt being referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Landlord and will be legally enforceable

- 3.4 The Landlord authorises the Agent to arrange repairs/maintenance work up to the value of £100 without prior authorisation except in the event of an unforeseen emergency where contact with the Landlord is not possible. In such circumstances, the Agent is authorised to arrange work to a higher value to deal effectively with the emergency. In any event the cost of the work will be recovered from the Landlord
- 3.5 The Landlord authorises the Agent to carry out routine property inspections every 3 months at a cost of £65 per inspection
- 3.6 On termination of the final tenancy and vacation by the tenant, responsibility for the property will revert to the Landlord unless caretaking instructions are agreed
- 3.7 The Landlord may terminate this agreement at any time giving one month's notice in writing, subject to the payment of any outstanding fees
- 3.8 The Agent may terminate this agreement at any time giving one month's notice in writing
- 3.9 The Agent is not responsible for any arrears of rent or damage caused by any tenant
- 3.10 A holding deposit paid for a property is non-refundable if the tenant reneges on the verbal agreement to start a tenancy or if the tenant fails the referencing process

4.0 Legal proceedings

- 4.1 By the signing of this agreement, the Landlord authorises the Agent to instruct a solicitor to institute legal proceedings, in the event that the Tenant is in breach of the Tenancy Agreement. The costs of such proceedings as charged by the acting solicitor or debt collecting agency shall be paid by the Landlord. In the event that the Landlord has taken out insurance, the Agent shall on instruction from the Landlord forward claims for reimbursement to the Insurer, for such legal expenses as are recoverable under the Insurance policy on behalf of the Landlord.

5.0 Taxes management act 1970 (overseas clients)

- 5.1 Do you now, or do you intend to, live abroad with earnings not subject to UK tax?

Please initial as appropriate: YES NO

If yes above, the Landlord can opt to apply to receive UK rental income with no tax deducted (Inland Revenue Non-Residents Landlord Scheme).

I/We fully understand and agree to the Terms and Conditions specified in this Agreement

SIGNATURE(S) OF LANDLORD(S).....

DATE OF SIGNATURE(S).....

Pay As You Go Letting agree to undertake the management of: (property address)

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In accordance with the Terms and Conditions specified in the Agreement

SIGNATURE OF AGENT.....

DATE OF SIGNATURE(S).....