

Lettings Agency Agreement - Our Terms and Conditions of Business

1. This is a Let Only / Full Management / Rent Management Agreement Between:

Edward Ellis & Co and
 (Us, We, the 'Agents') (You, the 'Landlord')

Property Address Correspondence Address

 Postcode Postcode

Telephone Daytime: Evening: Mobile:

Your e-mail address:

The above Property will be marketed at an initial rental of £..... per calendar month ("the Rent").
 A dilapidations deposit of £..... from the tenant(s) will be required – we recommend 1 month's rent for unfurnished properties and no more than 1½ months' for furnished properties.

IMPORTANT NOTICE

This is a legal document. Please take time to read it carefully and ask any questions relating to the terms and conditions below before signing.

2. Type of Service

We can be instructed on either a Let Only, a Full Management, a Rent Management or a DIY Service basis. The differences between these four types of instructions are explained below:

(a) Let Only Service (3 weeks' rent)

This service suits landlords who only require an agent to find and reference prospective tenants.

- Initial Visit including Legal advice and rent appraisal
- Arranging an Energy Performance Certificate (EPC) where required
- Marketing via Rightmove (the UK's number one property website), other property portals, and mailing
- Interviewing tenants and matching to your property
- Accompanying all viewings of your property
- Referencing of tenants including credit search and employer
- Covering tenancy with Guarantor if necessary
- Drawing up the relevant Tenancy Agreement including negotiated clauses
- Providing a draft inventory document for your completion
- Obtaining a deposit and registering the deposit with an authorized deposit protection scheme
- Receiving rent and paying it to you by cheque (first month only)

(b) Full Management Service (£250 tenant find + 10% of the monthly rent)

We offer a full management service which requires no day-to-day involvement from the landlord. We advertise for a suitable tenant, deal with all the required referencing and legal agreements, maintain the property and collect the rent. At the end of the tenancy we conclude the formal arrangements.

Setting up the tenancy

- Initial Visit including Legal advice and rent appraisal
- Arranging an Energy Performance Certificate (EPC) where required
- Marketing via Rightmove (the UK's number one property website), other property portals, and mailing
- Interviewing tenants and matching to your property
- Accompanying all viewings of your property
- Referencing of tenants including credit search and employer
- Drawing up the relevant Tenancy Agreement including negotiated clauses
- Preparing a photographic Inventory
- Obtaining a deposit and registering the deposit with an authorized deposit protection scheme

During the Tenancy

- Checking the tenant into the property and agreeing the inventory
- Receiving rent and paying it to you by electronic transfer
- Chasing tenant for overdue rent and serving the appropriate legal notices
- Monthly statements sent by mail or e-mail
- 3-6 monthly property visits throughout the tenancy
- Sending property visit report to you by mail or e-mail
- Arranging for routine repairs and maintenance to be carried out
- Arranging access for you or contractors with tenants
- Managing tenants' queries and difficulties throughout the tenancy
- Responding to all mail regarding the property and tenancy
- Yearly rent appraisals
- Serving the appropriate notices for annual rent reviews
- Arranging safety checks in line with your statutory obligations
- Renewing insurances and service agreements on your behalf

At the end of the tenancy

- Serving the appropriate notices for repossession due to arrears
- Serving the appropriate notices for repossession for any other reason
- Checking tenant out at the end of the tenancy including check-out report
- Negotiating an agreement to the deposit return with you and your tenant
- Remarketing the property during the notice period
- Returning the tenants deposit as agreed by tenant and yourself

Services Available at Extra Charge

- Arranging Rent Guarantee Insurance for the first 6 months of the tenancy at £150.
- Arranging additional repairs, refurbishment, valuations, etc.
- Preparing the case for the deposit protection scheme if a case goes to adjudication.

(c) Rent Management Service (£250 tenant find + 7.5% of the monthly rent)

This service suits landlords who live close to the property and are happy to handle the day-to-day affairs.

Setting up the tenancy

- Initial Visit including Legal advice and rent appraisal
- Arranging an Energy Performance Certificate (EPC) where required
- Marketing via Rightmove (the UK's number one property website), other property portals, and mailing
- Interviewing tenants and matching to your property
- Accompanying all viewings of your property
- Referencing of tenants including credit search and employer
- Drawing up the relevant Tenancy Agreement including negotiated clauses
- Preparing a photographic Inventory
- Obtaining a deposit and registering the deposit with an authorized deposit protection scheme

During the Tenancy

- Checking the tenant into the property and agreeing the inventory
- Receiving rent and paying it to you by electronic transfer
- Chasing tenant for overdue rent and serving the appropriate legal notices
- Monthly statements sent by mail or e-mail

At the end of the tenancy

- Serving the appropriate notices for repossession due to arrears
- Remarketing the property during the notice period
- Returning the tenants deposit as agreed by tenant and yourself

Services Available at Extra Charge

During the Tenancy

- Arranging Rent Guarantee Insurance for the first 6 months of the tenancy at £150
- 3-6 monthly property visits throughout the tenancy
- Sending property visit report to you by mail or e-mail
- Arranging for routine repairs and maintenance to be carried out
- Arranging access for you or contractors with tenants
- Managing tenants' queries and difficulties throughout the tenancy
- Responding to all mail regarding the property and tenancy
- Yearly rent appraisals
- Serving the appropriate notices for annual rent reviews
- Arranging safety checks in line with your statutory obligations
- Renewing insurances and service agreements on your behalf
- Arranging additional repairs, refurbishment, valuations, etc.

At the end of the tenancy

- Serving the appropriate notices for repossession for any other reason
- Checking tenant out at the end of the tenancy including check-out report
- Negotiating an agreement to the deposit return with you and your tenant
- Preparing the case for the deposit protection scheme if a case goes to adjudication

(d) DIY Service

Some landlords prefer to find their own tenants. We are happy to reference, draft a Tenancy Agreement and check-in these tenants for a one-off fee of £200. We are also happy to take over the management of an existing tenancy, or manage a tenancy where the landlord has found a tenant. There is no initial fee in these circumstances.

Please note: The above rates assume sole agency with no private marketing by the landlord. Our other rates are available on request. If the property is let privately or by another agent during the term of this agreement we will charge a flat administration fee of £100 to cover our expenses.

You will be liable to pay a fee or commission to us, in addition to any other costs or charges agreed, if an Assured Shorthold Tenancy agreement for the letting of the property is executed with a tenant who was introduced to you by us or with whom we had negotiations about the property during the period of our agency.

Inventory

Our managed services include the provision of a comprehensive photographic inventory which is sufficient for the majority of landlords. However, for full protection you may wish to employ the services of a specialist inventory company.

3. Termination of Agreement

(a) Let Only Service

The initial period of our agency will be 3 months from the date of this agreement. If you wish to end the agreement at the end of the initial period you must give us at least 14 days notice in writing ending at the earliest on the last day of the initial period, otherwise the agreement will continue indefinitely. Should we for any reason wish to cease marketing your property at any time, we will write to you and give you 14 days notice in order that you may instruct another agent.

(b) Full or Rent Management Service

If you wish us to stop managing your property, you must give us at least 14 days notice in writing. If the tenant we introduced is still in residence at the time of giving notice our termination fee will be £500. Should we for any reason wish to cease managing your property, we will write to you and give you 14 days notice in order that you may instruct another agent.

(c) Private Tenants

A Tenant will be deemed as being introduced by us if the Tenant finds out that your property is for rent by seeing our 'To Let' board or any other form of advertising such as internet marketing or email notification that the property is to let. If your property is rented privately or by another agent, you agree to advise us of the name and address of the Tenant, the Rent, the date on which the Assured Shorthold Tenancy agreement was executed, and the name of the letting agents (if applicable).

(d) Sub Agency Agreements

If we feel that it would benefit the marketing of your property, we may enter into a sub-agency agreement with another agent (which would be at no additional cost to you) Should we recommend this course of action, we will obtain your agreement prior to doing this, and will then confirm it to you in writing.

If you withdraw your property from the market for whatever reason whilst we are in the process of referencing a prospective tenant(s), we reserve the right to invoice you in respect of any refunds we are obliged to make to this applicant(s).

3. To Let Boards

We ask permission to erect display boards at your property to assist in the marketing of the property. Any boards that we erect will comply with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended. We accept liability for any claim arising under these Regulations in connection with the board, unless the action arises either as a result of a further board being put up by another agent or you altering the position of our board.

4. Commissions and / or Fees

Commissions and/or fees are payable as a result of the circumstances outlined in general condition 2 above, and are due at the date of execution of the Assured Shorthold Tenancy agreement. The responsibility for the payment of these fees remains with the Landlord named above. Should all or part of our due commissions or fees remain unpaid for more than 10 days after the due date, the outstanding balance will bear interest at a rate of 1% per month from the due date until payment is made in full. In the case of the Full or Rent Management Service any fees due to us will be deducted from any rental payments before being passed to the Landlord. Any work not specifically referred to above will be charged at the rate of £50 per hour.

5. Expenses

No additional expenses will be charged by us unless agreed with you, in writing. Any agreement will include an itemised breakdown of costs,

6. Tenants

We will, on request, pass on the details of all applicants for the Tenancy to you promptly and accurately, at any time up until an Assured Shorthold Tenancy agreement has been executed. A written or computerised record of all tenancy applications received will be kept and this record will be available to you on request. Whilst we use our best endeavors to obtain suitable and accurate references on all potential Tenants, we cannot be held responsible for the accuracy or otherwise of these references and any default or breach of the Tenancy agreement by the Tenant.

7. Access to Premises

If we do undertake to hold keys to your property, we will accompany all viewings of your property unless we agree otherwise with you in writing.

8. Disclosure Requirements

The Estate Agents Act 1979

Under the Act, we must disclose whether our estate agency, members of staff or their immediate families have a personal interest in the property. Does such a personal interest exist? Yes No If 'Yes', this personal interest must be detailed here:

9. Property Misdescriptions Act 1991

We will take all reasonable steps to make sure that all statements, whether written or oral, about the property, are accurate and not misleading. The written details will be sent to you on request for you to confirm that these details are accurate. Under the Property Misdescriptions Act 1991, if we are unable to verify any elements of factual information about your property, we reserve the right to not include these within the property description. If there are any material changes to your property description whilst we are marketing it, it is your responsibility to advise us of these changes in writing.

10. Discrimination

We will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relations Act 1976. We will not discriminate, or threaten to discriminate against any prospective Buyer of your property because that person refuses to agree that we will (directly or indirectly) provide services to them.

11. Complaints Procedure

We operate our business in an efficient, professional and courteous manner. Should you be dissatisfied with any aspect of our service, please let us know and we will do our utmost to rectify the situation to your satisfaction.

You should be aware that if a complaint to the Property Ombudsman or Court or similar system is not upheld we will seek to recover any costs incurred in dealing with the complaint through the Courts.

12. Status

Edward Ellis & Co is a division of Hampson Estates Ltd - Registered in England No. 5377785. You may contact us by telephone: 07736 299011, fax: 07092 050288, e-mail: mail@edwardellis.co.uk or by writing to us at Milwood House, 36b Albion Place, Maidstone ME14 5DZ.

13. Other Services

As part of our service, we may feel from time to time that we have other products or services that may be of benefit to you or assist with your property marketing. Accordingly, we ask for your permission to keep you informed about such services. If you do not wish to grant this permission, please indicate so by ticking this box (you may at any point contact us and 'opt out' from receiving such information)

14. Jurisdiction

This agreement will be governed under the law of England and the parties submit to the exclusive jurisdiction of the English Courts.

By signing this agreement, you confirm that you are the legal owner of the above property and have full legal capacity to let it out. If you own the property jointly, you confirm that you have the full permission and consent from the other owner(s) to instruct us to market your property.

You should not sign this agreement unless you agree to these terms.

Signed

For and on behalf of Edward Ellis & Co

Please select the service(s) required:-

- Let Only**
- Full Management**
- Rent Management**
- DIY (please provide details)**

Please tick the box if you do NOT want us to erect a To Let board

The following information is required in connection with registration of the deposit. Would you please confirm and provide full details if the answer to any of the following three questions is yes:-

1. Has the Landlord been convicted of (or have a hearing pending) money laundering, fraud or any other financial crime? **YES / NO**
2. Has the Landlord been refused membership of any tenancy deposit protection scheme whether insurance or custodial based? **YES / NO**
3. Has the Landlord been refused a licence to operate a lettings business in England or Wales which is required under the Housing Act 2004? **YES / NO**

Does the property have a current Energy Performance Certificate (EPC)? YES / NO

If NO, we can arrange an EPC for £99. Would you like us to arrange an EPC? YES / NO

The following information is required in for managed properties only:-

Please provide details of any maintenance contracts eg. British Gas Homecare

Expenditure limit for routine maintenance without reference to you the landlord £.....

Names of utility providers:-

Electricity

Gas

Water

Sewerage

Council Tax

Your bank details for rental payments:-

Bank name

Sort code

Account name

Account number

Signed
Landlord/Property Owner(s)

Date