

# TERMS & CONDITIONS LET ONLY SERVICE

For the purpose of this agreement the following definitions will apply:-

**Keywest Lettings and Estate Agents** shall be known as **'The Agent'**

'.....' (Landlord) shall be known as **'The Owner'**

'.....' shall be known as **'The Property'**.

## **OWNERSHIP OF THE PROPERTY. THE RIGHT TO ENTER INTO A LETTING CONTRACT & REQUIREMENTS WHERE THE OWNER HAS BORROWED MONEY SECURED AGAINST THE PROPERTY (FOR EXAMPLE BANK OR BUILDING SOCIETY MORTGAGE OR LOAN).**

1. By signing these Terms and Conditions The Owner is confirming that he is the owner of The Property and has the power and authority to enter into this agreement. The Owner is also confirming that he has obtained all necessary consents from any mortgagee or other lender, individual or organisation that has an interest in or security on The Property. The Agent accepts no liability for this or for seeking any necessary consent unless otherwise agreed with The Owner and confirmed in writing.
2. The Owner confirms that there are no arrears on any mortgage or loan on The Property and is not aware of any proceedings by the mortgagee or other creditor for re-possession of The Property. In the event of The Property being re-possessed by a mortgagee The Owner hereby indemnifies The Agent against any liability or claim against The Agent by the tenant or mortgagee.

## **INSURANCE REQUIREMENTS**

3. The Owner is responsible for verifying with his insurance company the position in respect of insurance of buildings and contents of The Property with regard to the proposed letting.

## **THE OWNERS INSTRUCTIONS TO THE AGENT & FEES AGREED FOR THE SERVICES- FINDING A TENANT & POSSIBLE PURCHASE BY A TENANT OR FORMER TENANT**

4. The Owner hereby instructs The Agent to find and install a tenant into The Property. When a suitable tenant has been found for The Property for Letting Only, The Agent will deduct a fee of half a month's rent + VAT (minimum fee £395 + VAT) from the first month's rent. If the landlord finds their own tenants, The Agent will charge the tenant £50.00 per person to reference tenants and £125.00 to draw up the tenancy agreement and perform all other agreed services.
5. Unless otherwise agreed and confirmed in writing the fee will remain payable if The Owner installs a tenant privately or without consultation with The Agent.
6. In the event of The Property being re-let the letting fee will be charged on each subsequent re-letting of the property. The fee will be deducted from the first month's rent due from the new tenant.

7. After a tenant has been installed to The Property on a letting only basis The Property and maintenance will be the responsibility of The Owner.
8. The Owner agrees to provide details of a U.K. bank account into which The Agent can set up an automatic payment (standing order) to debit the tenant's bank account and credit the Owner's bank account with the first month's rent. A detailed statement will be sent to the owner within 10 days of The Agent receiving cleared funds from the tenant.

#### **PAYMENT FREQUENCY & DEPOSITS**

9. All rentals will be on a quarterly or calendar month basis and all tenants will pay a deposit against any damage to The Property or damage or loss to any of the items listed in the inventory (not including wear and tear) and any rent arrears, unless otherwise agreed by all parties. The deposit will normally be equivalent to one months rent plus £100. A deposit of one calendar month's rent per person will be taken on student accommodation. All deposits taken will be transferred into an appropriate approved tenancy deposit scheme as per legislation. Unless otherwise notified in advance by writing, The Agent will place the deposit in the Deposit Protection Service (DPS) within 14 days of receipt. The deposit will then be transferred to The Owner's DPS account within 14 days of the commencement of the tenancy and upon receipt of The Owners DPS details. Please note: The Agent takes no responsibility to retrieve the deposit from the DPS for The Owner should no advance notice be given of alternative arrangements.

#### **OVERSEAS LANDLORDS (LANDLORDS NOT LIVING IN THE UK OR LATER MOVING OVERSEAS)**

10. The Owner confirms that he is currently resident in the U.K and that if The Owner moves to reside overseas during the period that The Agent is letting The Property that he undertakes to notify The Agent in writing immediately.
11. The Agent makes no claim to competence on taxation matters and if The Owner decides not to seek permission from the Inland Revenue for rental income to be paid gross The Owner hereby indemnifies The Agent against any error or omission in the calculation of the tax liability.

#### **TERMINATION OF THIS AGREEMENT**

12. Whilst a tenancy agreement is in force this agreement may be terminated by written notice from The Owner to The Agent. If a tenancy agreement is not in force (i.e. if the property is being advertised by The Agent but is not let) the agreement may also be terminated by written notice from The Owner to The Agent or vice versa. **The Owner must note however, that if The Property is withdrawn or for any reason is made unavailable to let after receiving details of an application to let (in writing or verbally) from The Agent, The Owner will be entirely responsible for any costs claimed by the applicant tenant and/or The Agent.**

#### **THE AGENTS RESPONSIBILITIES**

13. The Agent shall not be personally liable to The Owner for any default of rent or any other debt, any damage caused to The Property by any tenant, any associate of any tenant or any other person.
14. The serving of notices for arrears or other contractual failures on the part of a tenant can be complex and require legal expertise beyond The Agents specialist skills. Therefore, where notice is to be served requiring vacant possession for the tenants failure to fulfil the terms of the tenancy agreement a legal expert must be instructed by The Owner at The Owners' expense, unless The Owner has taken out a Rent and Legal Protection Insurance Policy.

15. Where the Property remains unoccupied between letting periods The Agents responsibility does not include supervision and security of The Property. The Agents advises that all main services are turned off, water and heating systems professionally drained and that the insurers of the property are notified. The Agent advises The Owner to ensure that adequate arrangements are made for the postal authority to forward mail as soon as The Owner leaves The Property. The Agent accepts no liability for forwarding mail to The Owner during period the property is let or whilst it remains vacant.

#### **THE OWNERS RESPONSIBILITY FOR MAINTENANCE/SAFETY**

16. The Agents recommend The Owner has suitable maintenance contracts for any items left at The Property which may require repair or attention during the tenancy. If The Owner is unsure of plans for emergency repairs they should seek further details from The Agent. The Agent also recommends that suitable arrangements be made by The Owner for any gas appliances to be regularly serviced by an appropriately qualified person if The Owner declines to use the service engineers recommended by The Agent. The Agent accepts no responsibility should any fault occur with The Property or any appliance(s) The Owner has left in The Property. If The Owner fails to provide instructions on any problems reported by The Agent, The Agent accepts no liability.
17. By signing this agreement The Owner warrants that The Property is made available in a good and lettable condition and that The Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Owner agrees to make The Agent aware of any ongoing maintenance problems.

#### **WARNING:**

You should read and understand the following obligations before signing this agreement. The letting of property is closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation & Use) Regulations 1988
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994
- HMO Licence (where applicable)

The Owner confirms that he is aware of these obligations and that The Agent has provided sufficient information to assist with compliance. It is agreed that The Owner shall ensure that The Property is made available for letting in a safe condition and in compliance with the above regulations. The Owner agrees to indemnify The Agent against any expenses or penalties that may be suffered as a result of non-compliance of The Property to fire and appliance safety standards.

18. The Owner acknowledges that The Agent has explained the obligations of The Owner in regard to Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended and that The Owner agrees to remove any furniture that does not comply with these Regulations before the tenancy begins.
19. The Owner is responsible for supply a full set of keys for each named tenant prior to the commencement of the tenancy. These keys should be provided to the Agent by the Owner no

later than 3 days prior to the commencement of the tenancy. In the absence of keys being supplied, The Agent reserves the right to copy keys on The Owner's behalf. A charge of £25.00 will be made to the Owner on top of the cost of all necessary keys.

## **REFERENCE PROCEDURES**

20. The Agent will take appropriate references against prospective tenants. Referencing may be undertaken by a 3<sup>rd</sup> party company specialising in tenant assessment. All references and recommendations will be treated as accurate. If references are not available or unsatisfactory, The Agent may proceed to offer a tenancy with or without a guarantor at The Owner's discretion. No liability can be accepted in the event that a tenant proves unsatisfactory, whether by virtue of non-payment of rent or any other breach of his obligations.
21. The decision whether to accept a potential tenant introduced by The Agent is entirely The Owners. However, a tenant with an adverse credit reference may invalidate any rent protection insurance policy. The Agent will accept no liability for any invalidation of any rent protection insurance policy.

## **INTEREST**

21. In the event that any sums payable by you under this agreement are not paid within 28 days, The Owner agrees to pay interest on all outstanding sums at the rate of 5% above the base rate for the time being of Natwest Bank plc.

## **JOINT AND SEVERAL LIABILITY**

22. In the event that the property is being let by a limited company, the person signing this agreement on behalf of the limited company agrees to be jointly and severally liable with the limited company for all sums due to us under this agreement.

## **VARIATION**

23. It is agreed that this written agreement contains all the terms of the agreement between the parties and there are no oral terms. Any variation to this agreement must be in writing and signed by both parties.

## **COMPLAINTS PROCEDURE**

24. The Agent aims to provide the highest standard of service to all landlords and tenants, but to ensure that your interests are safeguarded, we offer the following:-

If you believe you have a grievance, please write in the first instance to Mr Paul McCullough at 'Keywest Lettings & Estate Agents Ltd, 73a Hinckley Road, Leicester, LE3 0TD'.

The grievance will be acknowledged immediately, investigated thoroughly in accordance with 'in house' procedures and a reply sent to the complainant within seven working days of receipt of the letter.

## **MISCELLANEOUS CHARGES**

25. The terms and conditions shown above indicate all of the charges that will be made, with the exception of the following which will be charged by The Agent through deduction from moneys received or any other means of recovery from The Owner:-

- a) The cost of forwarding mail to countries outside of the British Isles, which are not covered by the British Forces Postal System.
- b) The cost of making telephone calls to countries outside of the British Isles.
- c) Should the tenant wish to renew the tenancy agreement, and the terms are agreed with The Owner, an administration fee of £65.00 per tenancy will be charged to The Owner.

**IMPORTANT SUPPLEMENTARY INFORMATION. PLEASE FULLY COMPLETE BEFORE SIGNING THE STATEMENT BELOW:-**

**CIRCLE AS APPROPRIATE:**

**WILL YOU ACCEPT PETS:            YES    NO**

**WILL YOU ACCEPT SMOKERS:    YES    NO**

**IF YOU HAVE ANY FURTHER SPECIFICATIONS, PLEASE LIST THEM BELOW:**

.....  
.....

**ENERGY PERFORMANCE CERTIFICATES, GAS AND ELECTRICAL SAFETY CERTIFICATES**

Energy Performance Certificates (EPC's) **MUST** be instructed on or before 10 days of instruction. Failure to do so will result in properties being withdrawn from the market.

A valid Gas Safety Certificate and relevant Electrical Safety Certificates **MUST** be in place before the commencement and throughout the duration of every tenancy. Please circle 1) or 2) as appropriate.

1) The Owner instructs Keywest to arrange gas & electrical safety tests with immediate effect. Invoices for the work will be sent to The Owner for settlement within 28 days. Payment of the accounts will fall due regardless of whether the property is let or not.

2) The Owner will instruct appropriate and qualified tradesmen to arrange gas & electrical safety tests. The Owner agrees to deliver all gas & electrical safety tests to The Agent a minimum of 3 days in advance of the date of the commencement of a tenancy, or the due date of renewal. Should the Owner fail to do so, The Agent reserves the right to arrange gas & electrical safety certificates on behalf of The Owner. Invoices for the work will be sent to The Owner for settlement within 28 days or deducted from the first month's rent.

**PLEASE INDICATE THE DEPOSIT PROTECTION SCHEME YOU USE BELOW ALONG WITH YOUR LANDLORD ID NUMBER:**

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**BANK DETAILS**

Please indicate the account details where you would like rent to be paid.

BANK NAME .....

BANK ADDRESS .....

ACCOUNT NUMBER .....

SORT CODE .....

NAME OF ACCOUNT HOLDER(S) .....

**STATEMENT**

I confirm that I have read and understood the attached Terms and Conditions including the supplementary information (Landlords Pack). I hereby authorise The Agent to act on my behalf in the Letting and Management of The Property during the agreed letting period, to sign agreements, to collect rents where due on my behalf and to take all necessary actions on my behalf in the maintenance of The Property. I agree to pay by deduction from rental income, the Management and Miscellaneous fees (where appropriate) as set out in the Terms and Conditions of which I retain a copy, and to indemnify The Agent for all costs incurred on my behalf. I confirm that I am the legal owner of The Property.

**SIGNED: (ALL OWNERS TO SIGN)**.....

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**PRINT FULL NAMES OF ALL OWNERS:** .....

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**CORRESPONDENCE ADDRESS** .....

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**CONTACT TELEPHONE NUMBERS: HOME:** .....

**WORK:** .....

**MOBILE:** .....

**EMAIL ADDRESS**.....