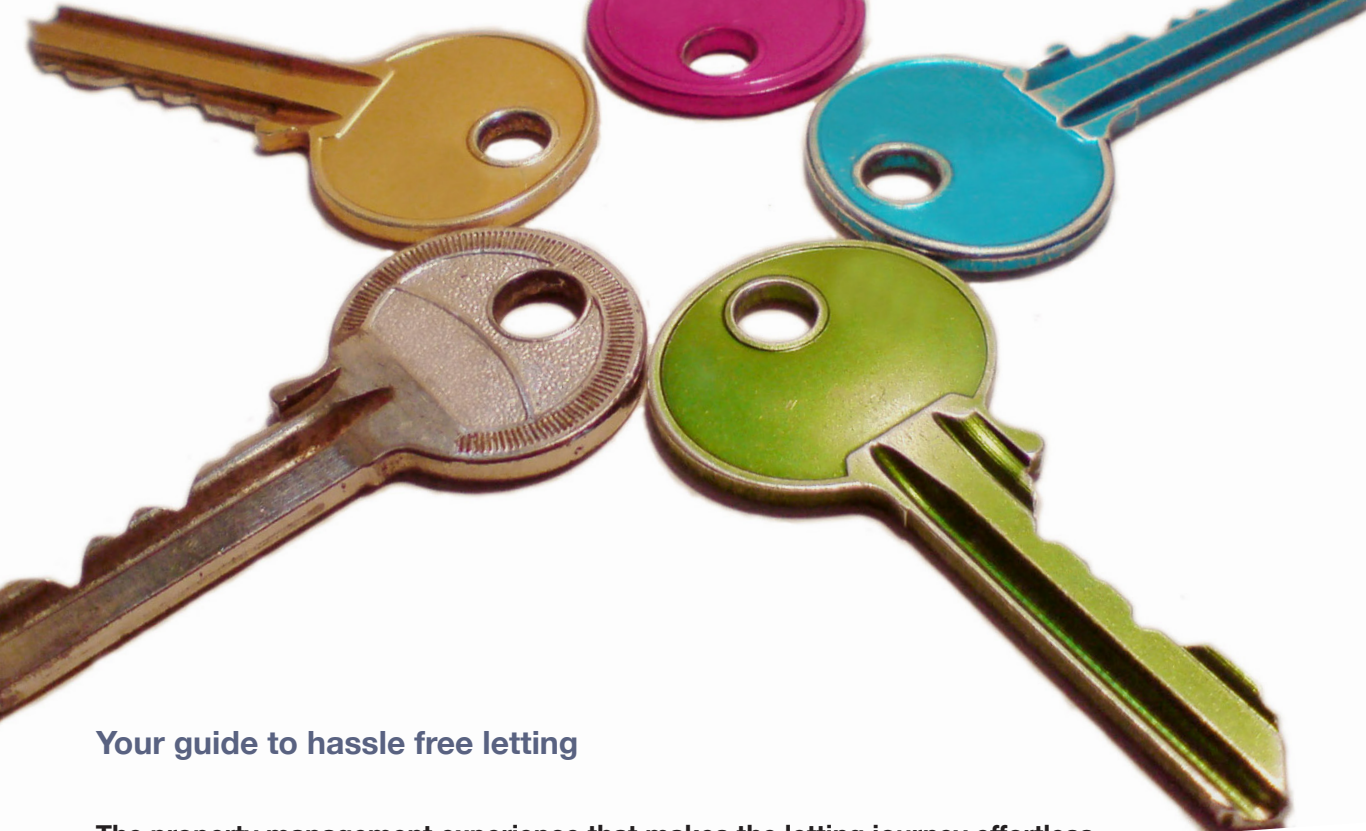


# Beville

ESTATE AGENCY

LETTINGS - Landlords Guide



## Your guide to hassle free letting

### The property management experience that makes the letting journey effortless

Letting your property for the first time can be daunting. That's why with many years of property experience behind us, we can help you avoid the pitfalls.

Written for landlords, this guide will lead you through the process, explain the requirements and regulations, and present the options for our tiered lettings management services, enabling you to successfully let your property.

### Proud of our swift and professional service

By choosing to market your property with us you will give yourself the peace of mind of knowing that your property is being managed by experienced staff. We are dedicated to lettings across our prime office location and combined with strong corporate partners, will ensure you are given the highest level of service.

## Landlord information

### Marketing

Targeted, rather than 'shotgun' marketing of your property, locating quality tenants at excellent levels of rent:

- corporate lets and relocations
- e-marketing
- local media advertising
- online advertising
- social media marketing
- premium aggregate presence

### Tenancy

We provide comprehensive tenancy agreements that set out the rights and obligations of both you and the tenant for:

- tenancy agreements
- terminations
- tenant management.

### Technology

We offer cutting edge solutions that produce fast, effective marketing of your home, using:

- the latest online technology
- industry leading software
- fast and secure payment facilities.

### Requirements

We'll guide you through the necessary steps to ensure that your property is let successfully, including:

- permissions required
- tenant references
- property cleanliness.

### Safety

We are fully versed in the current safety legislations to ensure that both you and the tenant are fully protected in areas such as:

- furnishings
- gas and electrical equipment

### Logistics

1. A detailed inventory is paramount in the event of unavoidable accidents.
2. Secure deposits must be held in an approved Government deposit scheme.
3. A detailed Inventory is conducted at Check in/Check Out.
4. We undertake property maintenance on all our fully managed properties.



## What we need from you

1. An Energy Performance Certificate (EPC).
2. As of the 1st October 2008, new legislation requires that we have an EPC on file before we conduct viewings on your property. Please be sure to forward a copy of your EPC to us as soon as you have one available. We can of course arrange the EPC on your behalf.
3. Land Registry (proof of ownership). This certificate proves you are the legal owner of the property. Our EPC providers can provide a Land Registry certificate along with the EPC.
4. Up to date gas and electrical certificates. We will need a valid copy of the safety check or certificate for our files prior to the tenancy commencing.

*This is a mandatory requirement and we will automatically organise this on your behalf unless you have provided us with a valid certificate seven days prior to any tenancy commencing. We can provide a price list for these services upon request.*

5. Fully completed Confirmation of Terms of Instruction Form: to set up a tenancy in your name will need all of your details and these will be requested in our landlord forms provided moving forward.

## Deposit scheme information

1. You are required by law to hold

your tenants deposit monies within a Government approved tenancy deposit protection scheme.

2. If you have appointed us as agent for any of our fully or part managed options, you will be able to hold the deposit for the tenancy in our Government approved scheme.
3. If we do not act for you as managed or part managed landlord you will not be able to hold your tenant's deposit in our scheme and you will need to supply us with the following details to enable us to ensure your compliance with the law:
  - a. the name of the scheme you are registered with
  - b. your membership number
  - c. supporting documents to confirm that you are a member of that scheme such as an email or letter that you have received from the scheme confirming your membership.

4. As part of our fully managed service we will also arrange for a professional clean of your property and a full, professional inventory/ check in of your tenants on your behalf, at an extra cost. Our contractors' price lists are available on request.

## Our outstanding levels of service

The type of service you choose should be determined by your situation and exactly how much involvement you wish to have in the management of your

property.

If you would like advice on which service best suits your needs, you'll find our experienced representatives more than happy to help you make the right choice

## Tenant Find Only

This service includes:

- extensive advertising and full preparation of property details
- accompaniment of all prospective tenants viewing the property
- full references taken on any prospective tenants by a credit reference agency

## Part Management

Our Part Management service includes:

- extensive advertising and full preparation of property details
- accompaniment of all prospective tenants viewing the property
- full references taken on any prospective tenants by a credit reference agency
- preparation of legal documentation signed by tenants in our offices
- collection of the first month's rent, along with the deposit for the tenancy
- regular rental collections paid direct to your bank account, with itemised monthly statements



- management of tenancy renewals
- reminders of all safety renewals.

## Full Management

Our Full Management service includes:

- extensive advertising and full preparation of property details
- accompaniment of all prospective tenants viewing the property
- full references taken on any prospective tenants by a credit reference agency

- preparation of legal documentation signed by tenants in our offices
- collection of the first month's rent, along with the deposit for the tenancy
- regular rental collections paid direct to your bank account, with itemised monthly statements
- emergency maintenance cover (subject to policy terms)
- detailed regular property inspections
- management of tenancy check out reports, tenancy changeovers and renewals

- renewals of gas and electric safety inspections every 12 months
- attending to dilapidations and making the relevant deductions from the tenant's deposit
- handling and arranging any repair works the property may require within agreed repair limits, or a quote supplied for your approval
- settling of contractor invoices
- arranging renewal of gas and electric safety inspections, with reports sent by email.

## A little Q & A

### Who is responsible for what?

As a rule of thumb, you are responsible for exterior and interior maintenance. You are also responsible for buildings and contents insurance and any other outgoings. The tenant has a responsibility to show a duty of care to the property and contents and is accountable for any council tax, gas, water, electric and telephone accounts.

### What happens about insurance?

Insurers must be notified of the letting of your property so that the policy on the structure and contents may be endorsed. Insurance will be invalid if insurers are not correctly informed. We advise that insurance specific to contents cover is arranged to protect against possible damage by tenants.

We're pleased to be able to offer a full range of specialist, tailor-made insurance for landlords at competitive rates.

### How do I receive my rental payments?

Rents are usually paid on a calendar monthly basis, in advance. An account is when raised and our commission is deducted, along with any relevant charges applicable. Payments are then sent to your bank

account and an itemised statement is sent electronically.

### What about tax?

It is necessary to prepare accounts each year on all properties let, whether they are furnished or unfurnished, your accounts should be presented to the Inland Revenue indicating what taxation liability might arise. Tax liability is assessed on the tax year running from 5th-4th April. You are able to claim many allowances when letting your property that can be deducted from your profit. Such allowances included letting agents fees, solicitors fees, accountant fees, maintenance and repair work carried out during the letting or wear and tear allowance, lease hold, ground rent and service agreements on central heating and other appliances. Mortgage interest can also be offset.

The responsibility of payment of tax depends on whether you live in the UK or abroad. If you live in the UK the Inland Revenue will assess you for the appropriate tax. If you live abroad we will be assessed for tax and will be responsible for paying

it on your behalf, on a quarterly basis, direct to the Inland Revenue at the current rate of tax of the net rental.

If you are moving overseas, and want to avoid stoppages or deductions, you must apply for an exemption certificate by completing a 'Non Resident Landlord Form' that allows us to continue paying the rental without deduction of tax. You can download the form from HMRC Website. The completed form must be returned to HMRC.

### Should I tell my mortgage company?

Lenders may apply a wide range of parameters before agreeing a mortgage. In many cases:

- you may be charged a higher rate of interest
- you may have to pay an administration charge
- you may need to show references and tenancies before being granted permission
- your mortgage company may also insist on the correct documentation to ensure reoccupation
- lenders may also set the length of time the property can be let for, and permission will usually only be given if the mortgage account has been managed to the lender's satisfaction.

## A little Q & A

### Fire regulations

Under the 1988 Fire Regulations Act it became law from March 1993 onwards that any property let furnished must comply with that Act. Therefore, any furnishings (except pre 1950's) left with a property must comply with BS standards. Failure to comply with these regulations now carries a heavy penalty of £5,000 or a six month prison sentence if not adhered to.

There is obviously a financial limit that you will wish to go to when furnishing a property. We therefore recommend that items of specific, intrinsic or sentimental value are not left within the property.

To the same extent expensive china or glassware is not considered suitable. We also recommend electrical items such as Food Mixers, Televisions, Computers, DVD Players and Hi-Fi Equipment, are not to be left due to their costly repair liability.

### Electrical & gas regulations

It became law in October 1994 for all gas appliances within property to be serviced and safety checked at least once every 12 months by a Gas Safe registered engineer. The revised gas regulations also stipulate that a certificate must be available for the tenants inspection, proving that the services have been carried out.

We can arrange for such services to be carried out by our recommended registered engineers or a registered engineer of your choice.

Landlords of privately rented accommodation must:

- Ensure national standards for electrical safety are met. These are set out in the 18th edition of the 'Wiring Regulations', which are published as British Standard 7671.
- Ensure the electrical installations in their rented properties are inspected and tested by a qualified and competent person at an interval of at least every 5 years.
- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.

- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

### How Local Authorities Will Enforce the Electrical Safety Standards

Local authorities are duty-bound to enforce the electrical safety standards and bring landlords who fail to perform the checks to book. If you breach the legislation, you could be liable for a fine of up to £30,000 for each breach of the regulations. Multiple breaches could lead to multiple fines.

In situations where the landlord has failed to comply but there are no urgent works that need to take place, the authority will serve a remedial notice. Landlords have 28 days to complete the work described in the notice, or 21 days to submit an argument if they disagree with the notice.

The local authority suspends the notice when it receives the submission from the landlord and has up to seven days to consider it. If it rules for the landlord, it withdraws the notice, if it rules against the landlord, they have 21 days to fulfil the actions outlined.

Where urgent work is required, the local authority can perform these tasks themselves or through a contractor, informing the landlord within seven days of the work beginning.

There is also a requirement that all electrical appliances are safety tested, which we can also arrange on your behalf, if required.

## Smoke Alarms & Carbon Monoxide Detectors

From 01st October 2015 landlords will be required by law to install working smoke alarms in the properties they rent out.

This would bring private rented properties into line with existing building regulations that already require newly-built homes to have hard-wired smoke alarms installed.

Landlords would also need to install carbon monoxide alarms in high risk areas – such as those where a

solid fuel heating system is installed, but it would be regarded as best practise to install carbon monoxide alarms in all rooms that have an appliance - boiler/fires, etc.

Landlords that fail to install working smoke and carbon monoxide alarms could face up to a £5,000 civil penalty.

For further information please follow the link below.  
<https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords>

## Agency Agreement

**This Agreement is made between the Landlord/s of the property as named at the end of this Agreement, hereinafter called “The Landlord”, and the agency named above acting as Agent for the Landlord, and hereinafter called “The Agent”.**

### Marketing

The Agent will advertise The Landlords property on The Agents website and on property portals.

The Agent will arrange for a ‘To Let Board’ to be erected at the Landlords property. Should a ‘To Let Board’ not be required, The Landlord must advise The Agent prior to the property being marketed.

Most properties marketed by The Agent are included within local newspaper advertising. It should be noted however, that The Agent reserves the right not to include any property within local newspaper advertisements

### Energy Performance of Buildings Regulations

The Agent will advise The Landlord on compliance with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations with regard to the property.

### Gas Safety Regulations

The Agent will advise The Landlord on compliance with the Gas Safety (Installation and Use) Regulations with regard to the property.

### Furniture & Furnishings Safety Regulations

The Agent will advise The Landlord on compliance with Furniture and Furnishings (Fire) (Safety) Regulations with regard to the property.

### Electric Safety Regulations

The Agent will advise The Landlord on compliance with the Electrical Equipment (Safety) Regulations with regard to the property.

### Smoke Detectors

The Agent will advise The Landlord with properties built prior to June 1992 on the best practice with regards to smoke detectors and Carbon Monoxide monitors within the property.

### Disability Discrimination Act 2005

The Agent will advise The Landlord on compliance with the Disability Discrimination Act 2005 with regard to the property.

### Housing Health & Safety Rating System

The Agent will advise The Landlord on compliance with the Housing Health and Safety Rating System (HHSRS) with regard to the property.

### Houses in Multiple Occupation (HMO's)

The Agent will advise The Landlord on ensuring compliance with Houses in Multiple Occupation legislation with regard to the property.

### Consent to Let

The Agent advises that if The Landlord has a mortgage on the property that they must obtain a letter of consent from their mortgage provider, prior to making the property available to rent.

### Superior Landlord

The Agent advises that if The Landlord owns a leasehold property that they must check to see whether it is a requirement of the Superior Landlord to receive written consent for the property to be let, prior to making the property available to rent.



## Tenant Selection

The Agent will qualify suitable Tenants and will reference them according to their current procedures and practices, which includes previous landlord references, employment references and credit checks.

Whilst The Agent shall use their best commercial judgment in the selection of Tenants, The Agent, shall not under any circumstances be liable for non-payment of rent, or any other outcome of the tenancy, or for legal costs resulting there from. Rent Guarantee/Warranties and legal expense policies are available to cover such risks and the Agent can provide the Landlord with a quotation for the same

## Keys

In order for The Agent to conduct viewings, The Landlord should provide The Agent with a set of keys (or authorise The Agent to use keys held by another agent).

Tenants normally require one set of keys for each occupant of the property, with a minimum of two sets. Where Beville Property Management are managing the property, The Agent will hold a set of keys at their local office. Where The Agent is not provided with sufficient sets to facilitate this, The Agent may cut additional sets and charge The Landlord for this service.

The Agent utilises a secure key tag system to ensure that third parties cannot identify which property a set of keys belongs to. Therefore, in the event keys are lost or unaccounted for The Agents liability will be limited to the cost of cutting a new set of keys.

## Tenancy Agreements

The Agent will prepare a suitable tenancy agreement in accordance with current legislation – being either an Assured Shorthold Tenancy Agreement or Non-Housing Act Tenancy Agreement. It is The Agents absolute requirement that The Landlord read and sign the tenancy agreement prior to a let commencing.

## Tenancy Agreement Extensions/Renewals

The Agent will endeavor to contact both The Landlord and the Tenant before the end of the initial agreement to negotiate an extension of the tenancy, if requested, should The Landlord and Tenant agree to extend/renew a tenancy, The Agent will prepare a suitable extension document in accordance with current legislation. The Agent will charge a fee of £100 plus VAT.

## Building & Contents Insurance

The Agent recommends that The Landlord purchases appropriate building and contents insurance. If The Landlord already has buildings and contents insurance, it is essential that the insurance provider is notified of The Landlords decision to rent the

property; otherwise any cover may become invalid. The Agent can provide a quotation for landlords building and contents insurance via the chosen tenant Reference Company, on request.

## Signatures

Contracts that have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, The Agent may ask The Landlord or any prospective Tenants to sign documentation electronically.

## Deposits

For Managed tenancies The Agent will assist with the collection of the Tenants Deposit and advise on holding the Deposit in accordance with current legislation. For non-managed properties the agent will charge £65 plus VAT to register the deposit. Where a property is Fully Managed, The Agent will assist in the settling of any deposit dispute, which may occur between The Landlord and Tenant.

## Deposits – Deposit Protection Scheme (DPS)

The Agent is a member of the DPS, which is administered by: The Deposit Protection Service The Pavilions Bridgwater Road Bristol BS99 6AA

If The Agent is instructed by The Landlord to hold the Deposit, The Agent shall do so under the terms of the DPS.

If there is no dispute at the end of the tenancy, The Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of The Landlord, or repay the whole of the balance of the Deposit according to the conditions of the Tenancy Agreement with The Landlord and The Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If after 10 working days\* following notification of a dispute to The Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between The Landlord and The Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication. The statutory rights of either The Landlord or The Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute The Agent must remit to TDS the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not The Landlord or The Tenant(s) want to contest it. Failure to do so will not delay the adjudication but TDS will take appropriate action.

*\*These time scales can be changed by agreement with The Tenant(s) in individual cases or by the contract used as standard by the agent. The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.*

If a dispute arises from a non-AST, The ICE may agree to resolve any disputes over the allocation of these deposits by arrangement. If the ICE does, the ICE will propose what they consider to be the most effective method of resolving the dispute; The Landlord and The Tenant must consent in writing to The ICEs proposal; Disputes will be subject to a fee of £500 plus VAT, or 10% of the deposit plus VAT, whichever is the greater. The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

### **Deposits – Held By The Landlord**

If The Landlord decides to hold the Deposit themselves in relation to an Assured Shorthold Tenancy, The Landlord must specify to The Agent prior to the start of The Tenancy under which Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions, The Landlord must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) The Agent will forward the Deposit to the DPS and register the details of the Tenancy on The Landlords behalf or transfer the Deposit to The Landlord within 5 days of receiving it. The Landlord must then register it with an appropriate within a further 25 days if the Tenancy. If The Landlord fails to do so The Tenant can take legal action against The Landlord in the County Court. The Court can make an order stating that The Landlord must pay the Deposit back to The Tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Service. In addition a further order will be made requiring The Landlord to pay compensation to The Tenant of between one and three times the amount of the Deposit. If The Landlord fails to meet the initial requirement to protect the Deposit, no Section 21 Notice can be served until either The Landlord returns the Deposit to The Tenant in full or with such deduction as The Tenant agrees; or if The Tenant has taken proceedings against The Landlord for non-protection and those proceedings have been concluded, withdraw or settle (for example, by The Court awarding damages being the return of the deposit or a fine not more than 3 times the value of the deposit).

If The Landlord fails to serve Prescribed Information, a Section 21 Notice cannot be served until the Prescribed Information has been served – but this can be more than 30 days after receiving the Deposit. This will not prevent The Tenant from issuing proceedings for late provision of the Prescribed Information and seeking a penalty award.

The Tenant can make an application to a County Court for a penalty award even when the tenancy has ended and can do so for up to six years. The Agent has no liability for any loss suffered should The Landlord fail to comply.

### **Inventories**

The Agent will arrange for a professional independent Inventory Clerk to attend the Tenants Check-In, Check-Out and prepare an Inventory for each new tenancy. Please note the cost of these will be advised to the landlord before instructing the works to be carried out, the landlord will be responsible for covering the cost of these reports.

### **Utilities**

The Agent will advise on, and for Fully Managed Clients assist with the transfer of utility service account, such as gas, electric and water.

### **Payment of Rent (Rent Collection and Fully Managed Clients only)**

The Agent will email monthly statements to The Landlord detailing transactions. The Agent does not provide second copies of statements for third parties such as accountants or in the event that The Landlord loses or deletes the statement from their computer. If second copies of statements are provided by The Agent, these are charged at a cost of £20 plus VAT, per statement.

The Agent aims to receive on-going rental payments and prepare financial statements on a monthly basis, remitting the balance of rental payments within one month of the due date. The Agent must, of course, have cleared funds on account and The Landlord must be entitled to receive the rent in accordance with the rent due dates as specified on the tenancy agreement. The Agent cannot be held responsible for any bank charges that The Landlord incurs as a result of delays in payment.



Where The Landlord provides The Agent with UK bank details, The Agent will use a BACS system to make payments to The Landlords account and will not charge for this service. Where The Agent are required to make payment by alternative methods (Telegraphic Transfer, CHAPS or cheque) The Agent will pass on any costs incurred in undertaking the same to The Landlord.

It should be noted that if the Tenant pays rent 'upfront and in advance' that The Agents fees will be payable in full at the outset of the Tenancy.

### **Taxation**

Where The Landlord is resident in the UK, income tax on rent from the property is entirely the owner's responsibility. However where The Landlord is deemed to be resident overseas, unless exemption has been agreed, The Agent has a duty to deduct tax from rent received and forward the same to HMRC.

It should be noted that The Agent is legally obliged to file a tax return stating the names and addresses of their clients. If The Landlord is a resident overseas and has not applied for self-assessment, The Landlord will need to complete the appropriate form (usually NRL 1, NRL2 or NRL3) and return to HMRC. If The Landlord has already received confirmation of self-assessment they must provide the Agent with a copy of their Exemption Certificate.

### **Payment of Outgoings (Rent Collection and Fully Managed Clients only)**

The Agent will make payment of certain regular outgoings, excluding mortgage repayments, provided that The Landlord has confirmed the same in writing and that sufficient funds are held in credit on the account.

### **Rental Arrears (Rent Collection and Fully Managed Client Only)**

In the unfortunate situation that a Tenant becomes in arrears with rental payments, The Agent will inform The Landlord accordingly and automatically adopt an arrears procedure. If it becomes necessary to take legal action, The Landlord will be responsible for instructing legal representation and for all fees arising from the same. If The Agent are required to attend Court, this can be arranged for a charge of £125 plus VAT, per day.

### **Tenant Breach of Contract (Fully Managed Clients Only)**

In the unfortunate situation that a Tenant breaches their tenancy agreement, excluding all matters relating to payment of rent, The Agent will inform The Landlord accordingly, discuss the situation and any appropriate remedies. If it becomes necessary to

take legal action, The Landlord will be responsible for instructing legal representation and for all fees arising from the same. If The Agent are required to attend Court, this can be arranged for a charge of £125 plus VAT, per day.

### **Repairs (Fully Managed Clients Only)**

The Agent will arrange any repairs, maintenance or replacement to the property or contents which comes to our attention and which we consider to be necessary. In the case of minor works, up to £200, The Agent will not seek authorisation from The Landlord. This sum will be deducted from the incoming rent or from funds already held on account.

Where works exceed £200, The Landlord will be contacted prior to the commencement of works for written instructions. In the event of emergency works being required, The Agent will not seek to contact The Landlord prior to the commencement of works for written instructions and The Landlord agrees to pay any related bills and invoices.

On managed properties where advance rental payments are made, The Agent request a work fund to cover any work carried out on the property. For advance payments of 6 months or more, The Agent requests the value of £250 as a work fund.

### **Property Visits (Fully Managed Clients Only)**

The Agent will complete no less than 2 property visits per tenancy these allow The Landlord to monitor the performance of the Tenants in respect to their contractual obligations. It should be noted that such visits cannot be relied upon to detect structural defects and does not include lofts or cellars. Should additional Property Visits be required, The Landlord can purchase these for a charge of £35 plus VAT.

### **Empty Properties**

The service provided by The Agent does not include supervision of the property whilst unoccupied, although visits may be made by The Agent in the process of marketing and re-letting.

The Agent is able to provide an Empty Property Visit service to The Landlord for a charge of £35 plus VAT per visit. This service is often required to meet the conditions of Landlords building and contents insurance whilst the property is within a void period.

The Agent, or any instructed contractor or inventory clerk, will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time and The Landlord should therefore ensure that such risks are covered by insurance.

## **Commission and Interest**

Where The Agent arrange for any external services or insurance on behalf of The Landlord, The Agent withhold the right to receive commission for the same from the contractor or provider. Such commission and interest will remain the exclusive property of The Agent and The Landlord will not have any entitlement to the same.

## **The Agents Fees**

In the event that The Agent introduces a Tenant who enters into an agreement to rent The Landlords property, regardless as to whether or not the tenancy is finalised by The Agent, commission becomes payable by The Landlord to The Agent calculated at 100% plus VAT of the first month's rent.

If the tenancy agreement is terminated in accordance with a break-clause, The Agent will refund any commission already received within 14 days of the Tenant vacating the property.

If the Tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, The Agent will refund the commission for the remaining period of the tenancy to The Landlord to the extent that this is not recoverable from the Tenants deposit.

## **VAT**

The Agent commission fees and any other charges are subject to VAT at the prevailing rate.

## **Selling the Property**

If The Landlord should seek to sell a property with the benefit of the Tenant in occupation, The Landlord will be responsible for paying The Agent an Introduction Only fee of 100% plus VAT of the first month's rent, unless the new landlord signs The Agents Agency Agreement.

If a Tenant should seek to purchase The Landlords property, The Landlord will be responsible for paying The Agent a fee of no less than 1.5% plus VAT of the agreed selling price, upon exchange of contracts.

## **Termination of Contract**

Our Agreement will remain in force until terminated, by serving of two months written notice by one party on the other. The Agent may however, terminate the Agreement without service of notice in the event of any action of omission by The Landlord, which frustrates the continued performance of our service.

In the event of termination by The Landlord a fee of 100% plus VAT of the current monthly rental amount will become due (unless there is a legitimate and

enforceable breach by The Agent):

## **Disclaimer**

The Agent will carry out all services with reasonable care and skill. However The Agent are unable to guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of the tenancy and cannot be held responsible by The Landlord for such events.

## **Jurisdiction**

The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

## **Indemnity**

The Landlord undertakes to keep The Agent fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of The Landlord to comply with Regulations, including any subsequent amendments thereto or replacement Regulations.

The Landlord agrees to indemnify The Agent against any costs, expenses or liabilities incurred or imposed on The Agent, provided that they were incurred on The Landlords behalf in the pursuit of The Agents normal duties.

The Landlord warrants that all the information provided to The Agent is correct to the best of his knowledge and belief. In the event that The Landlord provides incorrect information to The Agent which causes The Agent to suffer loss or causes legal proceeding to be taken, The Landlord agrees to reimburse and compensate The Agent for all losses suffered.

## **Data Protection and Privacy Policy**

The Agent is registered under the Data Protection Act 1998 and The Agent undertakes to comply with the Act in all dealings with The Landlords personal data the Agent reserves the right to pass the Landlords data to carefully selected third parties that will assist in the Management of the property. The Agent and any third parties will keep The Landlords personal information secure. Occasionally, The Agent will contact The Landlord by letter, telephone, email or otherwise, to inform the Landlord about other products and services. The Landlord try to limit this to acceptable levels, however, should The Landlord wish to exercise the right to 'opt out' The Landlord should write to The Agent accordingly.

## **Amendments**

The Agent may change or add to the terms of Agreement, except in relation to the level of any fees due under this agreement, for legal regulatory reasons. The Agent will notify The Landlord if any such change will affect the service, which The Agent offers.

## Confirmation and acceptance of services

I/we confirm that we instruct you to provide an Introduction Only Service/Rent Collection Service/Fully Managed Service (delete as appropriate).

I/we confirm that I/we are the sole owners of the property and are residents within the UK/non-UK residents.

I/we agree to be bound by this Agreement and confirm that I/we fully understand the contents of the same.

I/we agree to the following fees and charges:

<b>1. Introduction Only Fee*</b> .....	<b>1st months rent inc VAT</b>	<input type="checkbox"/>
<b>2. Rent Collection Service Fee</b> .....	<b>10% inc of VAT</b>	<input type="checkbox"/>
<b>3. Fully Managed Service Fee</b> .....	<b>12.5% inc VAT</b>	<input type="checkbox"/>
<b>4. Tenancy Agreement Renewal Charge.</b> .....	<b>£100 plus VAT</b>	<input type="checkbox"/>
<b>5. Pre Tenancy Administration (Managed and Rent collection)</b> .....	<b>£300 inc VAT</b>	<input type="checkbox"/>
<b>6. Deposit Registration Charge (only applicable for Introduction only service)</b> . . . .	<b>£72 inc VAT</b>	<input type="checkbox"/>

### The following 3rd party services are available, subject to quotation

Inventory and Check In Report Charge  
Check-Out Report Charge  
Gas Safety Record (if applicable)  
EPC (if applicable)  
Fixed Wire Electrical Check  
Portable Appliance Test

\* Please sign additional declaration

## Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations and warrant that the property complies with the Gas Safety (installation and Use) Regulations and the Electrical Equipment (Safety) Regulations.

I understand that I may have the right to cancel this agreement under the Cancellation of Contracts made in a Consumers Home or Place of Work etc. Regulations and confirm that I wish The Agent to commence marketing the property immediately.

## Notes

Before signing this agreement, The Landlord should carefully read all of the terms and conditions set out in this document. It is very important that The Landlord reads and understands all of the terms and conditions that will apply to this agreement before entering into this agreement. The Landlord should only sign this agreement if they wish to be bound by all of the terms and conditions it contains.

If the property is jointly owned please state the names of all owners. If the property is corporately owned or owned by a trust, the full name of the company/trust, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.



## Declaration

Landlord Signature: .....

Landlord Name: .....

Landlord Address: .....

.....

.....

Landlord Telephone: .....

Landlord Email: .....

Date: .....

Landlord Signature: .....

Landlord Name: .....

Landlord Address: .....

.....

.....

Landlord Telephone: .....

Landlord Email: .....

Date: .....

Landlord Signature: .....

Landlord Name: .....

Landlord Address: .....

.....

.....

Landlord Telephone: .....

Landlord Email: .....

Date: .....

Company/Trust Name: .....

Company Number: .....

Address: .....

.....

.....

Authorised signatory: .....

Signature: .....

Date: .....

[www.beville.co.uk](http://www.beville.co.uk)

28 Peppard Road, Sonning Common, South Oxfordshire RG4 9SU  
e [info@beville.co.uk](mailto:info@beville.co.uk) | t 0118 924 2526

**Beville Property Management Team**

m 07482 162 064

t 0118 924 2728