

HOUSE LETS TERMS AND CONDITIONS OF BUSINESS

LET ONLY SERVICE

Please thoroughly through these terms and conditions, sign and return them to the **House Lets** office at 41B The Tything, Worcester. WR1 1JT. These terms and conditions fully explain the parameters of the service we are agreeing to provide for you, as landlords, and responsibilities that remain your own.

House Lets undertake to provide the following service:

1. To complete suitable details and prepare in information for the purpose of advertising your property. A copy of these details will be sent to you after the appraisal of your property with a view to let. Your property will be advertised on our web site, in the local newspaper, in our shop window and on our regular mailing list. We will also erect a 'To Let' board, subject to obtaining your verbal consent.
2. To arrange for accompanied viewings to the property either with a member of staff, by the existing tenant or with you as the landlord of the property. **House Lets**, as a matter of course, conduct viewings within working hours and on a Tuesday and Thursday evening up to reasonable times. However, viewings at additional times can be arranged if necessary.
3. To complete referencing checks upon provisionally accepted tenants which include credit check, employment check and most recent landlord reference, where applicable, referencing will also be completed on any guarantor required and supplied to support any application.
4. To prepare and provide Assured Shorthold Tenancy agreements as required under the current Housing Act and to serve any required notices. To ensure that tenancy agreements are sent either directly to the landlord for signing or to an appointed representative with signed and witness power of attorney (a copy of this must be supplied to **House Lets**)
5. To arrange for the stamping of contracts at the landlords direct instruction. The cost of stamping will be borne by the landlord.
6. To provide a full written inventory of the property including reference to the condition of the items / furnishings / fittings of the property, supported by printed digital photographs and a photocopy of the keys. **House Lets** undertake to check the inventory at the property with the incoming tenants, ideally on the day of commencement of the tenancy but within seven days

of their occupation of the property. **House Lets** are not responsible to check any appliances, services or items in the property unless specifically instructed by the Landlord and at the Landlord's expense, to find a contractor to do so.

7. To arrange for gas safety check to be done by our appointed contractor prior to the commencement of the tenancy unless a gas safety record is supplied at the time of instruction or alternative arrangements have been made and **House Lets** have been advised accordingly.
8. To provide a set of front door keys per tenant and to provide one set of back door keys. If such keys have not been provided by the landlord 48 hours before the commencement of the tenancy, **House Lets** will arrange for additional keys to be provided and any all associated charges passed to the landlord.
9. To collect a minimum of the equivalent of one full month's rental in cleared funds as a security deposit on or before the day the tenancy commences unless instructed to do otherwise by the Landlord.
10. **House Lets** will pay the security deposit across to the Landlord at the earliest time and undertake that this should reach the Landlord no later than five days from receipt by **House Lets**. **House Lets** are responsible to ensure that payment is sent in time to reach the Landlord but are not responsible for the performance of the Post Office should they fail to deliver the deposit to the Landlord in line with their advised delivery times.
11. At the specific instruction of the Landlord, to serve a Section 21 Notice for the possession of the property subject to a separate charge to the Landlord of £50.00 plus VAT.
12. At the specific request and instruction of the Landlord, to serve notice to increase the rental subject to a separate charge of £50.00 plus VAT.

The Landlord agrees to perform the below responsibilities:

1. To seek and confirm the consent of all and any owners of the property and of any financial institution that has an interest in the property. The Landlord agrees to do this and to provide proof to **House Lets** prior to commencement of the Assured Shorthold Tenancy Agreement.
2. To be responsible for any legal fees incurred for the instruction of their own solicitor and for any fees that may need to be paid to the County Court or any other court in relation to this agreement or any Assured Shorthold Tenancy entered into.
3. To terminate their accounts with the mains services and Council Tax department. The Landlord is responsible to make full payment of any charges for any vacant or transfer period.

4. To hold the security deposit as a Stakeholder and to join one of the three government schemes as advised below:

The free custodial scheme which is operated by Computershare. They can be found on the web at www.depositprotection.com or can be contacted by telephone on 0870 707 1 707 or by post at The Pavilions, Bridgewater Road, Bristol. BS13 8AE. Alternatively, a hard copy of the terms and conditions can be supplied (free of charge) to you by **House Lets**.

The alternative insurance based options are as below but may carry registration charges and lodging fees.

The Tenancy Deposit Scheme (TDS) can be found at www.tds.gb.com or by telephone on 0845 226 7837 or by post at Tenancy Deposit Service Limited, PO Box 541, Amersham, Bucks. HP6 6ZR

Tenancy Deposit Solutions Limited (TDSL) who can be found at www.mydeposits.co.uk or by telephone on 0871 703 0552 or by post at Tenancy Deposit Solutions Limited, 3rd Floor, Kingmaker House, Station Road, New Barnett, Hertfordshire. EN5 1NZ.

5. To advise **House Lets** of the chosen Stakeholder scheme prior to any Assured Shorthold Tenancy Agreements being drawn up.
6. To check through the advertising details provided by **House Lets** subsequent to the initial rental assessment and to advise of any errors in the information contained therein prior to marketing. **House Lets** are not responsible for any errors made after the Landlord has received and checked the information. The Landlord accepts full responsibility for any errors in the information that they fail to advise **House Lets** in respect of.

House Lets will not:

1. Hold the deposit on your account if you are opting to take only the Let Only Service.
2. Be responsible for any penalties you may incur by not correctly conforming with the terms of the Stakeholder Deposit Scheme that you opt to join.

House Lets will make a charge of 75% of one full months rental plus VAT for the provision of the service as laid out above.

By signing and returning this document to **House Lets** (of 41B The Tything, Worcester. WR1 1JT) confirm that I / We have the legal right to enter into an Assured Shorthold Tenancy Agreement as Landlord for the property as below:

Please complete the address of property to be let here

I / We have obtained permission from any party from whom I / we are required to do so including owner (when acting with power of attorney), co-owners, mortgage provider, management committees (where a fee is paid to a communal overseer on a regular or specific basis), insurance companies and any other party with a vested interest in the property.

I / We agree to conform to all legal safety requirements for the property under current legislation and to comply with any additional requirements that may be introduced subsequent to the signing of this agreement and any occupation of the property. I / We indemnify **House Lets** against any negligence on my / our behalf in relation to the safety and security of any tenants to which the property as identified above is let.

This agreement supersedes any prior agreement that has been made between the Landlord and **House Lets** in respect of the property as identified above.

I / We agreed to **House Lets** acting as our Letting Agents to act on our behalf in the letting of the property as identified above and confirm that I / we agree to the conditions contained in this document.

Please complete Landlord's name and contact details here

Signed Signed

On behalf of **HOUSE LETS** Please Print

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