

# HOUSE LETS TERMS AND CONDITIONS OF BUSINESS

## MANAGEMENT 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 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. And 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 for the tenants a set of front door keys per tenant and one set of back door keys and to provide a full set of keys for **House Lets**. 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 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. To correctly administer the deposit in accordance with the prevailing Government regulations. The deposit, if not passed to the landlord will be safeguarded by the Deposit Protection Service, who will act as Stakeholder, in accordance with the terms and condition of the DPS. The terms and conditions and ADR rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com). Alternatively, you can contact the DPS directly by telephone on 0870 707 1 707 or by post at The Pavilions, Bridgewater Road, Bristol. BS13 8AE, or contact House Lets who are able to supply a hard copy of this information to you free of charge. Should there be any unresolved disputes regarding the refunding of the deposit, the Alternative Dispute Resolution Service (ADR) must be notified within 20 days. They will then be empowered to either arbitrate on the dispute and make a decision as to the division of the disputed amount , or pass the matter to the County Court for a decision through the usual court procedures. If they are not advised within the time scale set, the dispute must be put through a court procedure if resolution is required.
11. To understand that if the Landlord opts not to have the deposit disposed of directly by **House Lets**, the Landlord accepts the conditions laid out below at point three of the Landlord's responsibilities.
12. To be the direct contact of the Tenant throughout the tenancy in respect of maintenance issues. **House Lets** will arrange for emergency repairs to be completed without the consent of the

landlord if this is required to prevent further damage being caused to the property. **House Lets** will endeavour to advise the Landlord at the earliest opportunity of any works that have been authorised in this situation. For ongoing maintenance issues, **House Lets** will contact the Landlord to agree for works to be completed, identify the contractor and advise of cost as far as is possible, excepting unforeseen and unexpected additional works and costs. **House Lets** are not liable for any additional works and costs incurred and do not additionally benefit financially or in any other way from any remedial works completed.

13. To settle any invoice received for works authorised by the landlord directly from the rental income received for the property. Original invoices will be supplied with the monthly rental statement.
14. To make appropriate arrangements for the monthly rental to be paid into **House Lets Client Account** on behalf of the Landlord and to make payment, less deductions for commission, letting fees, maintenance and any other relevant costs, directly into the Landlords specified account, unless instructed by the Landlord to provide payment by any other means.
15. Not to instruct any contractor to complete works for which we do not hold funds in favour of the property unless written confirmation is provided by the Landlord stating that they will provide financial indemnification either directly to the contractor or to **House Lets** in respect of the sum owed.
16. To notify the utility providers and local Council Tax department of the change of responsibility and to settle interim and change over accounts on the Landlord's behalf from the rental income as received, unless otherwise advised.
17. To make endeavours to collect rental as due and to collect any ongoing arrears in rental. This to include contacting tenants by post, by telephone and by visiting the property but not so as not to be deemed as harassment, which may prejudice any legal case for collection of arrears and, if necessary, to gain possession.
18. To advise the Landlord of arrears or breach of the terms of the Assured Shorthold Tenancy Agreement, as soon as is reasonably possible. **House Lets** cannot take legal action on your behalf either for the recovery of rental arrears or for possession on the property but will assist you with any legal action you may be required to take to the best of our ability. Should a representative of **House Lets** be required to appear in court on your behalf, there is a charge of £30.00 plus VAT per hour in respect of time and any travelling expenses.
19. To serve such notices as are reasonably required during the duration of the Assured Shorthold Tenancy Agreement.

20. To suggest to Landlords appropriate times for rent review and to serve relevant notices to implement such review subject to the landlords confirmation.
21. To visit the property four times in any twelve month period with the aim to visit at time intervals of approximately 3 months between. Additional visits can be made at more regular intervals at the Landlord's specific request for which there will be a charge of £30.00 plus VAT per additional visit. These visits form property checks and are not a full check of the inventory nor do they involve the moving of furnishings or any action to disturb the quiet enjoyment of the tenant at the property unless there is a specific concern for which this action may become necessary. The tenants are entitled to enjoy the property in the manner in which they choose to conduct their daily actions as long as there is no detrimental effect on the property caused by these actions. Each visit will be followed up with a letter to the Landlord to advise that a visit has taken place, advise on the general condition of the property, advise of the tenants ongoing plan of occupation (as far as is possible to ascertain) and to advise of any ongoing maintenance issues there are at the property.
22. To collect and pay income tax to Inland Revenue on behalf of Overseas Landlords on a quarterly basis as prescribed by law unless the landlord has applied for and received certification from Inland Revenue to receive their net rental income in full. Application forms for this are available from **House Lets** office upon request.
23. To provide a minimum of one months written notice to any Landlord to terminate this Letting and Management Agreement which must either take this agreement either to the end of a fixed period of an Assured Shorthold Tenancy Agreement or, if a Statutory Periodic Tenancy, immediately the one month notice passes, such notice to be, where reasonably possible, in line with the rent due date.
24. To retain one months rental towards maintenance costs for the duration of the tenancy if rental is received for a six month or longer period in advance. This final months rental to be paid to the landlord, less any deductions, on the first day of the last month of the tenancy.
25. To not alter the fees contained within this agreement subsequent to signing unless directly changes in fees are caused by Government Legislation unknown at the time of signing.

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. Should the Landlord opt to dispose of the deposit themselves, 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](http://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](http://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](http://www.mydeposits.co.uk) or by telephone on 0871 703 0552 or by post at Tenancy Deposit Solutions Limited, 3<sup>rd</sup> Floor, Kingmaker House, Station Road, New Barnett, Hertfordshire. EN5 1NZ.

The landlord, under these circumstance must advise **House Lets** of the chosen Stakeholder scheme prior to any Assured Shorthold Tenancy Agreements being drawn up.

4. To check through the advertising details provided by **House Lets** at the time of and 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.
5. To accept that any dispute regarding the quality or finish of works completed at the property is between the Landlord and the contractor. However, **House Lets** will make every effort to resolve any disagreement that may arise.

6. Should the Landlord wish to terminate this agreement with **House Lets** a minimum of one months notice must be provided in writing and must come into effect no sooner than the last day of the fixed term of any current tenancy or, if a Statutory Periodic Tenancy, immediately the one month notice passes, such notice to be, where reasonably possible in line with the rental due date.
7. To make payment of 0.5% plus VAT of the sale price of this property to **House Lets** should a tenant introduced by **House Lets** purchase the property during the tenancy or within six months of the tenancy ending.

**House Lets** will not:

1. 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 if you choose to deal with the deposit yourselves.

**House Lets** will make no charge for the letting and 12.5% per month plus VAT of the collected rental for provision of the service as laid out above.

By signing and returning this document to **House Lets** (of 41B The Tything, Worcester. WR1 1JT) I / We 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
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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
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Signed ..... Signed .....

On Behalf of **HOUSE LETS** Please Print .....

Dated ..... Dated .....

Signed ..... Signed .....

Please print ..... Please Print .....

Dated ..... Dated .....