

Lettings terms and conditions

1. Rented Property Address

.....
.....
..... ("the Property")

2. Landlords Full name and Correspondence Address

.....
.....
.....

3. Landlords telephone / email:

Home:
Mobile 1:
Mobile 2:
Email 1:
Email 2:

4. Landlords Emergency Contact:

Name:
Address:
.....
Home telephone:
Mobile telephone:
Email:

5. Landlords Bank Details (for Remittances)

Account Name:
Bank:
Branch Address:
.....
Sort Code:
Account Number:

6. Landlords Accountant (if landlord resides abroad)

Name:
Person to Contact:
Address:
Telephone:
Email:

7. Landlords Residence

During the term of this agreement do you intend to be resident in the UK Y/N
If you intend to be resident abroad have you applied for self-assessment Y/N

8. Property Insurance

Name of Insurer:
Address of insurer:
.....
Policy number:
Expiry Date :

9. Letting Service required by the Landlord

(a) Letting only Service Y/N

The Agents fee is 10% of the gross annual rent, such fee to be paid in advance or deducted from the first months rent (subject to a minimum fee of £1000.00) to include the Services particularised in clause 19.1 plus any Optional Services chosen by the Landlord pursuant to clause 13.

(b) Full Management Service Y/N

Fee: 15% of the monthly rent, such fee to be deducted where possible from the monthly rent and where not possible on demand to include the Services particularised in clause see 19.1 and 19.2 plus any Optional Services chosen by the Landlord pursuant to clause 13.

10. Asking Rent

£..... per calendar month

11. Length of tenancy required

..... Months

12. Additional Information

(a) Is the Property:
Furnished Y/N
Unfurnished Y/N
(b) Are Pets accepted Y/N
(c) Are Smokers accepted Y/N

13. Optional Services / Fee

(a) Carry out an inventory (Compulsory for the Full Management Service)
1 bedroom properties £100
2 bedroom properties £120
3 bedroom and over properties £150
(b) Arrange a Gas Safe inspection £100
(c) Arrange an Electrical inspection £150
(d) Arrange an EPC £80
(e) Portable Appliance Test - £60
(f) Register deposit with Deposit Protection Service (Compulsory for the Full Management Service) £50
A referral fee of between 10% - 15% of the cost of contractor works organised by Abidins. (Example: For every £100 a contractor will pay Abidins between £10 - £15)

14. Rent Deposit

(a) The Agent to protect the deposit using the Deposit Protection Service [www.depositprotection.com] (Compulsory for the Full Management Service) Y/N
(b) Landlord to protect deposit with a recognised scheme of their choice (not applicable where Letting & Full Management Service is chosen) Y/N
(c) If the Landlord is protecting the deposit which scheme is being used?
DPS Y/N
My Deposit (NB Prescribed info) Y/N

15. Central Heating Apparatus

(i) Type of system:
(ii) Is there as service contract Y/N
(iii) If yes what type of contract exists:
(iv) Who is the provider:
(v) What is the contract number :
(vi) When is the renewal date:
(vii) When was the system last serviced:
(viii) What make is the boiler:
(ix) Do you have you own preferred contractor? Y/N
(x) If so what is their name:
(xi) Telephone number:
(xii) Address:
(xiii) Email:

16. Appliances

It is the Landlords obligation to ensure that copies of all instruction manuals and any applicable guarantees are left on display at the Property and originals handed to the Agent.

17. Definitions

In this Agreement the following words shall have the following meanings;

17.1 'Contract Period' means the period starting on the date shown on the first page of this agreement and continuing until ended in accordance with clause 28;

17.2 'Fees' means the commission and other remuneration payable for the Service chosen by the Landlord in this agreement;

17.3 'Headlease' means the lease, if any under which the Landlord holds the Property and all documents supplemental to it;

17.4 Optional Services see clause 13

17.5 'Parties' means the Landlord and the Agent, and 'Party' shall mean either one of them;

17.6 'Property' means the property, particulars of which are set out on page 1 under the heading "Rented Property Address"

17.7 'Property Information' means all information concerning the Property, including details of leases and supplemental documents, tenants and occupiers of the Property, accounts, receipts, insurance policies and particulars, property registers, VAT records, employment records and computer records (including disks and software); and

17.8 'Services' means the services to be provided by the Agent on behalf of the Landlord in relation to the Property.

18 Appointment

18.1 The Landlord appoints the Agent to perform the Services during the Contract Period and the Agent accept such appointment.

18.2 The Agent will perform the Services:

18.2.1 With reasonable professional skill and care and in good faith with regards to the Landlord's interests in the Property; and

18.2.2 In compliance with all applicable legislation, rules and regulations, including the principles of good estate management and any relevant codes of management practice; and

18.2.3 In accordance with the Property Ombudsman code of conduct

18.3 The Landlord authorises the Agent to sign on his behalf any tenancy agreement, or notice or other document relating to the letting of the Property not required to be executed as a deed for the purpose of performing the Services.

18.4 The Agent shall co-operate with any other professional advisers instructed by the Landlord in relation to the Property whose names have been notified to the Agent by the Landlord, and supply to them promptly at the Landlord's reasonable expense all such information concerning the letting as they shall reasonably request.

19 The Services

The Agent agrees to perform the following Services

19.1 Those applicable to both Letting only and Full Management Service

- (a) Pre-marketing advice and appraisal;
- (b) To inspect the Property and prepare particulars for letting the Property including such photographs as the Agent deems appropriate;
- (c) To advise and obtain the Landlord's approval of the rent to be asked and what, if any works of decoration, furnishing and cleaning are required to present the Property to the Landlord's best advantage;
- (d) To observe the Landlord's reasonable written instructions, if any upon the criteria to be met by, prospective tenants and to follow such instructions;
- (e) To advise the Landlord generally of his legal obligations and any legislation affecting the letting of the Property but not to such extent that the Agent is taken to be acting as expert or the provider of legal advice;
- (f) To seek and find tenants for the Property;
- (g) To accompany all prospective tenants viewing the Property;
- (h) To obtain and take up references for the tenants;
- (i) To report all offers and submit references where permitted by law;
- (j) To prepare on behalf of the Landlord the original and counterpart tenancy agreement recording the agreed terms and to procure the signature by the tenant and to sign it on behalf of the Landlord before possession is given to the tenant;
- (k) To prepare and serve on behalf of the Landlord all notices required to be served on the tenant before possession is given to the tenant, and to obtain copies receipted by the tenant as evidence of receipt and to supply such copies to the Landlord;
- (l) Not to complete the tenancy agreement until all necessary consents have been obtained on satisfactory terms, and all conditions of those consents have been, or can be, complied with;
- (j) Rent: on completion of the tenancy agreement and before possession is given to the tenant to collect a months' rent and any other sums due from the Tenant on completion;
- (k) Deposit: on completion of the tenancy agreement and before possession is given to the tenant to collect from the tenant a deposit equal to one months' rent and

(i) Where the Agent is to protect the deposit to deal with it in accordance with the deposit protection scheme referred to in the tenancy agreement and in accordance with applicable law or

(ii) Where the Landlord elects to protect any deposit the Landlord acknowledges that (a) he must deal with it in accordance with the deposit protection scheme referred to in the tenancy agreement and in accordance with applicable law and the Agent accepts no liability so far as the law will allow should the Landlord fail to do so and

19.2 Services additionally applicable to the Full Management Service only

(a) To arrange for an inventory and schedule of condition of the Property and its furnishings and fittings to be taken and to supply a copy to the Landlord and tenant

(b) To promptly send the counterpart tenancy agreement, the inventory, all receipted notices, and the rent collected (less the Agents Fees to be deducted from it), to the Landlord

(c) To comply with the provisions of all statutes and subordinate legislation and any codes of management practice required or provided for under any such legislation.

(d) To notify the council tax department of the relevant local authority, and the suppliers of utility services to the Property, of the change of occupier and that the tenant is liable to pay the council tax and for the services supplied to the Property for the term of the tenancy agreement;

(e) To hold a set of keys on behalf of the Landlord to provide access for inspections, emergency repairs and routine maintenance

(f) To provide the Landlord with a dedicated property manager

(g) To provide access to list of approved contractors (24 hours)

(h) To arrange quotations for repairs and maintenance

(i) Provide monthly statements to the Landlord

(j) To negotiate contract renewals

(k) To deal with deposit claims, negotiation and submissions and

(l) To carry out inspections of the property at reasonable intervals, to be determined by the Agent

19.3 General

(a) The Landlord acknowledges that in providing the Services the Agent relies upon reasonable access to the Property being permitted, the co-operation of the Tenant and the services and availability of its own staff and third parties and as a result the Agent does not accept liability for any delay, loss or damage that may occur to include the event that such parties cannot reasonably be coordinated;

(b) If the Landlord engages the Agent on the Letting only service the Landlord acknowledges that once the Tenant takes occupation of the Property it is the Landlords responsibility to deal with any and all issues that may arise directly with the Tenant;

(c) It is the Landlords responsibility to commence any legal action required for recovery of rent arrears, possession or any other matter relating to the Tenancy at the Landlords own cost, notwithstanding that the Agent has a panel of approved solicitors.

20 Agents Obligations

20.1 Confidentiality

The Agent agrees with the Landlord except where disclosure is required by an order of the court or in order to comply with the requirements of any statutory or other competent authority and not at any time during or after the Contract Period divulge or allow to be divulged any of the Property Information to any person except to persons authorised in writing by the Landlord, or use any Property Information for any purpose except for the proper performance of the Services in accordance with the terms of this Agreement.

20.2.1 Exclusions

Nothing in this agreement imposes an obligation on the Agent to take steps to enforce, by legal proceedings or otherwise the terms of any tenancy agreement entered into by or on behalf of the Landlord should be tenant be in breach of contract or should possession of the Property be required for any reason.

20.2.2 Whilst the Landlord will be responsible for any such actions the Agent has relationships with solicitors and can arrange representation on the Landlords behalf upon written request and upon being indemnified by the Landlord on demand against the cost of any such representation.

20.3 Void periods

The Agent will continue to manage the Property during any void periods but do not accept liability for any loss or damage arising from the Property being empty.

21 Landlord's obligations

The Landlord agrees with the Agent throughout the Contract Period:

21.1 Initial action

21.1.1 To provide the Agent with the originals of two forms of identification, preferably a valid full passport, valid UK Photo-card driving licence or valid H M Forces identity card with the signatory's photograph but in the alternative the Agent will accept one of the foregoing together with two of the following a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; a firearm and shot gun certificate; a receipted utility bill less than three months old; a council tax bill less than three months old; a mortgage statement from a UK lender less than three months old

21.1.2 To allow the Agent to carry out check enquiries and searches as are reasonable to verify the Landlord's title to the Property

21.1.3 To provide, or procure that the Landlord's previous Agent (if any) provide, to the Agent all Property Information reasonably in their possession (or copies of them) necessary to market the Property for letting by the Agent, and to establish the records necessary to provide the Services, and

21.1.4 Obtain all consents to letting required from superior landlords and mortgagees and to supply copies to the Agent;

21.1.5 Notify their insurers of any void periods lasting more than 28 days

21.6 To apply for any and all licenses required by Part 2 (House in Multiple Occupation) and Part 3 (Selective Licensing) of the Housing Act 2004

22 Regulations

Where the Landlord has not elected to accept the Optional Services or Full Management Service he acknowledges that he will take all steps necessary to comply with all legislative obligations placed upon him to include compliance the following and will provide the Agent upon request with any documents required in order to indicate that he has done so.

Energy Performance Certificate (EPC)

All buildings in the private rented sector require an EPC. A copy of this certificate must be provided to the person(s) who takes up the Tenancy.

Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2010

The Landlord declares and warrants that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with this regulation. He agrees to supply and install smoke detectors in the property before the Tenancy commences.

The Electrical equipment (Safety) Regulations 1994

Various regulations provide that the Landlord must ensure that the electrical installations and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

The Gas Safety (installation & Use) regulations 1998

It is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety every 12 months by a Gas Safe registered engineer.

Property Licence

Licences required under Part 2 or 3 of the Housing Act 2004

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

It is the Landlord's responsibility for installing a working smoke alarm on every floor of the property as well as a carbon monoxide alarm in any room with a solid fuel combustion appliance. By law you should ensure that each alarm is in proper working order at the start of the tenancy and that all checks are documented. It is also your responsibility to ensure a fire risk assessment of the property is completed & complies with the conditions relating to fire risks.

The Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974.

It is the Landlord's responsibility to carry out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

23 Insurance

The Landlord warrants that

23.3.1 The Property and its contents, as applicable are adequately insured for all purposes occasioned by this agreement and the letting proposed pursuant to it

23.3.2 Such insurance will be maintained during the term of this agreement and

23.3.3 A copy of the insurance policy and schedule will be provided to the Agent upon request.

24 Instructions

Upon request by the Agent, promptly give instructions and decisions in writing, or if given verbally to confirm them in writing within 7 days; the Agent need not comply with any instruction not given or confirmed in writing;

25 Fees

25.1 To pay to the Agent:

25.1.1 The Fees set out in this agreement

25.1.2 All travelling and out-of-pocket expenses properly

and reasonably incurred by the Agent in performing their obligations under this Agreement provided that the Agent provide the Landlord with valid receipts for such amounts and expenditure on advertising authorised by the Landlord,

25.2 To permit the Agent to deduct all such sums from money due to the Landlord from any rent received by them and where fees are not or cannot be deducted from any sums of money collected by the Agent on the Landlord's behalf discharge the Agent's invoices on demand;

25.3 In the event that the Agent's fees are not paid upon presentation of an invoice the Landlord shall pay the Agent interest at the rate of 8% over Bank of England Base Rate from time to time, both before and after judgment.

25.4 Letting commission is not refundable once a tenant takes occupation of the Property

25.5 To reimburse the Agent for all expenses properly and reasonably incurred in the provision of the Services provided that the Agent provide the Landlord with valid receipts for such amounts;

25.6 Where the Agent provides the Letting only service and a tenancy agreement is extended and or renewed our fees are charged at rate of 5% of the annual gross rent;

25.7 Where the Agent provides the Letting & Full Management service subsequent contract extensions and or renewals are included as part the service;

25.8 Where a tenancy agreement is varied, surrendered or terminated by consent before the end of the contractual term the Agent will charge a fee of £200.00 for drafting a new tenancy agreement and or deed of variation.

26 Indemnity

To indemnify and keep indemnified the Agent from and against any and all loss, damage or liability whether criminal or civil suffered by the Agent and legal fees and costs properly incurred in the course of providing the Services unless caused by the Agent's negligence or acting outside the scope of their authority as set out in this Agreement or the Agent's wilful misconduct or negligence;

27 Ratification

To ratify all acts, deeds and things properly done by the Agent in connection with the provision of the Services.

28 Termination

28.1 Either Party may end this Agreement by serving not less than 14 days' written notice on the other expiring at any time.

28.2 This Agreement will end immediately upon service of written notice to that effect if either Party fails to comply with any of the material terms and conditions of this Agreement and the failure, if capable of remedy, is not remedied within 14 days of receipt of a written notice requesting remedy of the failure from the other Party.

28.3 If this Agreement is ended by the Landlord before an acceptable tenant who is willing and able to take up the tenancy is found, the Landlord shall pay to the Agent a fair and reasonable charge on a time basis for work which has been done in providing the Services to the date of termination.

28.4 If this Agreement is ended by the Landlord after an acceptable tenant who is willing and able to take up the tenancy is found, the Fees shall be payable in full, whether or not the grant of the tenancy is completed.

28.5 The ending of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.

28.6 Where this agreement is terminated by the Landlord but a tenant introduced by the Agent remains in occupation of the Property and is either granted a new tenancy or becomes a Statutory Period tenant the Landlord shall pay to the Agent an annual fee of 5% of the theoretical annual rent

29 Interpretation

In this Agreement unless the context otherwise requires:

- 29.1 Words importing any gender include every gender;
- 29.2 Words importing the singular number include the plural number and vice versa;
- 29.3 Words importing persons include firms, companies and corporations and vice versa;
- 29.4 References to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 29.5 Reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 29.6 Any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 29.7 The headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- 29.8 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 29.9 Where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

30 Notices

- 30.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by email to the address of the relevant Party set out at the head of this Agreement, or such other address as that Party may from time to time notify to the other Party in writing
- 30.2 Notices sent as above shall be deemed to have been received the second working day after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or the next working day after sending (in the case of email).
- 30.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

31 Assignment

- 31.1 Subject to clause 31.2, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.
- 31.2 A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to whom it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

32 Non UK Resident Landlords

- 32.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.
- 32.2 Landlords can apply to HMRC for approval to receive rents without tax being deducted.
- 32.3 The Agent reserves the right to deduct basis tax if there are reasonable grounds to believe that the Landlord is non-resident and will require the Landlord to provide them with a copy of HMRC approval in the event that there is any query on the Landlord status

33 Jurisdiction and governing law

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

34 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

35 Privacy and Data Protection

- 35.1 The Agents
- 35.1.1 Privacy / Data Protection Policy is available at <https://abidins.com/privacy-policy/>
- 35.1.2 Data Protection Licence number is ZA246171

36 Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

37 Property Ombudsman

- (a) We are a member of the Property Ombudsman ("TPO") and subscribe to the TPO Code of Practice.
- (b) By signing this agreement You agree that We may disclose such detail as necessary to comply with our obligations to the TPO and also their Code of Practice, either generally or in relation to any complaint that You may make.
- (c) You also agree to promptly provide us with any additional information that We may be required to provide to the TPO.

38 Client Money Protection

The Agent is a member of Client Money Protect.
I/We confirm that I/we have read, understand and agree to the above contractual terms and that where I/we have any doubt I/we should obtain legal advice

39 Complaints Procedure

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the time frames set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
A formal written response regarding our findings will be sent to you within 15 working days of sending the acknowledgment letter.

If you remain dissatisfied, you can contact the Property Ombudsman to request an independent review –The Property Ombudsman Ltd, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP – 01722 333 306 – www.tpos.co.uk

Please note the following: You will need to submit your complaint to the Property Ombudsman within 12 months of receiving our final viewpoint letter, including evidence to support your case. The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before submitted for an independent review.

Landlord Name(s):

Signature(s):

Agent Name:

Agents Signature:

Date:

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