



TERMS OF BUSINESS

IT IS AGREED AS FOLLOWS:

Definitions

In this Agreement the following definitions and interpretations apply:

1.1 "The Landlord" means the party named on this Agreement and any person who has an interest in The Property, even if not named on this Agreement. If there is more than one landlord signing as The Landlord, all landlords will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together

1.2 "The Agent" means Emma Creasey Lettings.

1.3 "The Tenant" means the parties named on the tenancy agreement as the tenant of The Property.

1.4 "The Property" means the premises, or any subsequent change to the address made by the local authority.

1.5 "Term" means the total length of a tenancy introduced or negotiated by or through The Agent and includes any subsequent letting by The Landlord, to The Tenant, whenever the subsequent letting has been negotiated by The Agent.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.

General Terms of appointment

- a) These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales
- b) The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents and that he is entitled to all revenue collected on The Property.
- c) The Landlord agrees to pay the appropriate fees for the level of service engaged
- d) The Landlord will reimburse and compensate The Agent against all expenses claims liabilities and losses incurred by or imposed on them in the performance of their obligations under this Agreement, unless the loss or liability arises through negligence or breach of contract by The Agent.
- e) The Landlord confirms that The Property is fit to be let and complies with all statutory obligations and that all appliances comply with current, and will be kept compliant with future, safety regulations applicable. When signing this Agreement The Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions for use. Should the relevant certification not be provided or seen Emma Creasey Lettings reserve the right to arrange for the relevant checks to be carried out at a cost to the Landlord.
- f) The Agent's responsibilities do not include the supervision of The Property when it is not let. Should The Landlord wish The Property to be managed during any void period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge accordingly..
- g) The Landlord agrees that The Property will be thoroughly cleaned and gardens, if applicable, will be in good seasonal and safe condition. Emma Creasey Lettings reserve the right to arrange for extra cleaning to be carried out if it is not acceptable to the Agent or ingoing Tenant.
- h) The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of The Property being let, for it to be redirected by the Royal Mail.
- i) The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, default or negligence of any third party which may arise otherwise than the through the negligence, omission or failure on the part of The Agent.
- j) Where required, this Agreement gives The Agent the right to sign tenancy documentation and notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notice.
- k) The Agent shall be entitled to retain any interest on any monies collected while held in their account; and any commission earned while acting on behalf of The Landlord.
- l) Deposits paid by The Tenant will be held in accordance with one of the statutory schemes. It cannot be accessed until The Tenant has vacated The Property and the inventory and The Property in general have been checked. Deposit monies will, with the written consent of both The Landlord and The Tenant, then be used in discharging any outstanding damage or rent claim due from The Tenant to The Landlord and the balance will be paid to The Tenant.
- m) The Agent will give to HM Revenue and Customs such information regarding the letting as they lawfully require, which is full details of every landlord and the annual rental income, but will not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.
- n) In the event of a party introduced by The Agent (or a person or body corporate associated with that party) subsequently purchasing The Property either before or after entering into a tenancy agreement, commission shall be payable to The Agent on completion of that sale at a rate of 1%.
- o) This Agency Agreement may be terminated by either party giving to the other not less than 14 days notice in writing. However, where the Agent has introduced a suitable Tenant (who has satisfied the reference requirements) and the Landlord refuses to allow the Tenancy to proceed, the Landlord will be liable to pay withdrawal/administration fee of £250.00.
- p) Should the Landlord decide for any reason to terminate this agreement after the marketing and advertising has commenced and the Landlord has received confirmation of this from the Agent then a withdrawal / administration fee of £200 will be applicable.
- q) Under the provisions of the Proceeds of Crime Act 2002 it is a legal requirement that the Agent must be able to identify their Client, Therefore all private Landlords are required to furnish Emma Creasey Lettings with a copy of their passport or EU photo driving licence and proof of address to be held on file in accordance with the Data Protection Act 1988.
- r) All instructions to the Agent regarding the service must be given in writing (letter, email or fax). Any verbal instructions must be confirmed in writing. Sufficient time must be given for the instructions to be fulfilled, failure to do so will not render the Agent negligent.

LEGAL REQUIREMENTS AND INSURANCE

- a) From 1st October 2008 all properties being marketed to rent are required to have an Energy Performance Certificate (EPC) to be made available to all prospective Tenants. The Agent reserves the right to arrange this on the Landlords behalf once instructed to market the Property and the invoice sent direct to the Landlord.
- b) The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, a copy of the current safety record from a competent person who is on the Gas Safety Register (together with a copy of the installer's current registration). If no record is available The Landlord agrees to permit The Agent to arrange the gas safety check prior to the commencement of the tenancy.
- c) The Landlord agrees to comply with the Plugs and Sockets Etc (Safety) Regulations 1994, and Electrical Equipment (Safety) Regulations 1994 and shall provide to The Agent, at least 7 days prior to the commencement of the tenancy, a copy of an inspection report for all electrical wiring, and appliances as applicable, offered with the letting. If no certificate is produced by that date The Landlord agrees to permit The Agent to arrange a safety check prior to the commencement of the tenancy.
- d) The Landlord agrees to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended. If the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove from The Property and dispose of, prior to the commencement of the tenancy, any items that do not comply. All costs relating to the implementation of this clause shall be borne by The Landlord
- e) Unless other legislation requires a high standard of fire warning, a minimum of one smoke alarm per floor must be provided at The Property. If insufficient smoke alarms are present when the inventory is compiled, The Agent is authorised to arrange installation of additional alarms. The Landlord agrees that The Agent can check any alarm is operational and install new batteries at the start of every tenancy. All costs relating to the implementation of this clause shall be borne by The Landlord
- f) The Landlord undertakes to maintain appropriate and adequate insurance for The Property and contents throughout the time it is let and to notify the insurers of the fact The Property is being let and of periods when the Property is not occupied. The Landlord is advised that if he does not notify the insurer that The Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if The Property is not furnished, to cover any damage or personal injury claim made by a Tenant or a visitor to The Property. The Landlord should be aware that if the documentation is not supplied The Tenant does not have to comply with any conditions of The Landlord's insurer and in particular any requirements if The Property is left vacant for a period of time.
- g) If The Property is leasehold or has a mortgage The Landlord shall notify the lessor and or lender in writing of the intention to let and obtain all necessary consents for letting in writing together with any conditions imposed by the lender which need to be included in the tenancy agreement.
- h) From 1st October 2015 all Landlords are required to install a smoke alarm on every floor of their property and a carbon monoxide alarm in rooms containing a solid fuel appliance. The Agent reserves the right to arrange this on the Landlords behalf once instructed to market the Property and the invoice sent direct to the Landlord

LET ONLY SERVICE = ONE MONTHS RENT (minimum of £450) - plus VAT (currently 20%)

- a) Upon instruction prepare the relevant marketing material to include photography and generally market and advertise the property
- b) Conduct all viewings requested at reasonable times, if this is not possible Emma Creasey Lettings will endeavour to meet the prospective Tenant personally prior to pursuing a Tenancy.
- c) Take up references via a professional referencing agency. Where necessary additional security would be requested by means of a guarantor. In the case of a company a full bank reference would be taken.
- d) Prepare the relevant Tenancy Agreement and renew the Agreement where necessary at the end of the term.
- e) Prepare a standing order for future rents to be credited to the Landlords account. The Agent will then endeavour to get the Tenant to sign this and will forward to the relevant bank.
- f) The Agent will collect the initial months rent. The Agent will then account to The Landlord and provide a statement of account showing fees deducted
- g) Take a deposit from the Tenant equivalent of one and half months rent (unless agreed otherwise) and place with the chosen deposit protection scheme.
- h) Arrange for an Inventory to be drawn up (if necessary) and a schedule of condition to be carried out, on or nearest time to the Tenancy commencement date. The Agent will draw up a basic inventory and schedule of condition of the Property however, due to changes in the deposit law would recommend a professional inventory clerk be appointed to draw up the inventory, and carry out the check in and check out. The Agent cannot be made responsible for any omissions, inaccuracies or errors on their Inventory documentation.
- i) Inform utility suppliers (to include electric, gas, water and council tax) of change of Tenancy / occupancy and inform them of meter readings (where possible) Emma Creasey Lettings takes no responsibility for inaccuracies or incorrect statements or subsequent correspondence from the relevant companies.

FULL MANAGEMENT SERVICE = 11% OF RENT DUE (monthly) PLUS £420 TENANCY SET UP FEE (applicable at the commencement of every Tenancy) incs VAT (currently 20%)

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- b) Conduct all viewings requested at reasonable times, if this is not possible Emma Creasey Lettings will endeavour to meet the prospective Tenant personally prior to pursuing a Tenancy.
- c) Take up references via a professional referencing agency. Where necessary additional security would be requested by means of a guarantor. In the case of a company a full bank reference would be taken.
- d) Prepare the relevant Tenancy Agreement and renew the Agreement where necessary at the end of the term.
- e) Prepare a standing order for future rents to be credited to the Landlords account. The Agent will then endeavour to get the Tenant to sign this and will forward to the relevant bank.
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- i) Inform utility suppliers (to include electric, gas, water and council tax) of change of Tenancy / occupancy and inform them of meter readings (where possible) The Agent takes no responsibility for inaccuracies, incorrect statements or subsequent correspondence from the relevant companies
- j) Demand and collect rent from the Tenant and pay over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses incurred for the relevant period. Payments are made by BACS (direct bank transfer) and a statement via email or post will follow.
- k) Conduct six monthly "management inspections" with the Tenant at the Property to ensure that the property is being maintained in accordance with the Tenancy Agreement and to ascertain any clearly visible repairs and maintenance required. The inspection is not a survey or a schedule of condition. No inspection of outbuildings, cellars or lofts is carried out. The Agent takes no responsibility for hidden or latent defects. A standard report will be issued to the Landlord in writing.
- l) Co-ordinate any repairs or maintenance and instruct the relevant tradesman to attend the Property and obtain estimates where necessary up to a maximum of £250 per item (any item estimated to be over this amount will be agreed with the Landlord prior to instruction). Any works carried out will be paid for by the Agents on behalf of the Landlord and deducted from the received rental income.
- m) Manage the Tenancy on behalf of the Landlord. To include general day to day management and Tenant liaison. If the Tenant is in breach of any condition in the tenancy, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord. If the tenancy is covered by legal protection or rent guarantee insurance, The Agent will undertake reasonable action to resolve the situation within the provisions of the policy. Otherwise, if legal action is required The Agent will instruct a solicitor to act on behalf of The Landlord. The Landlord may nominate a solicitor for this purpose by written notice to The Agent. The Landlord will be responsible for the solicitor's fees, expenses and other charges.
- n) The Agent will receive notices from The Tenant on behalf of The Landlord, advise The Landlord accordingly and take appropriate action.
- o) The Agent will negotiate and agree the level of rent payable when the tenancy is renewed or a periodic tenancy arises
- p) If The Landlord wishes to secure repossession of The Property The Landlord must contact The Agent at the earliest opportunity to ascertain when possession may be sought. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve The Tenant with the notice.
- q) At vacation of The Property, The Agent will liaise with the Tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly. The Agent will check the schedule of condition and the inventory at vacation of The Property and discuss the results with The Landlord.
- r) Calculate the cost of dilapidations owing to the Landlord if necessary according to the condition of the Property and negotiate with the Tenant to agree any compensation or repairs, prior to the release of the deposit.

If you wish us to proceed, please confirm your instructions by returning this document having completed the appropriate section below:
Should you have any queries regarding our Terms, please do not hesitate to contact us.

The Landlord agrees and accepts these Terms of Business and instructs The Agent to undertake the service as detailed below.

(a) Let Only

(b) Full Management

The Landlord confirms that there are no major repairs, construction or maintenance work known to be due to be carried out to The Property, any adjoining premises, or the building of which The Property forms part.

This Agreement is made the day of2018

Name of Property

Landlord's Signature

Landlord's Name (please print)