

RESIDENTIAL LETTINGS AND MANAGEMENT - TERMS AND CONDITIONS

This Agreement is made between the Owner/s of the property/properties as named at the end of this Agreement, hereinafter called "The Owner", and the Agency named below acting as Agent for the Owner, and hereinafter called "The Agent".

A. THE SERVICE

Tenant Find Only Service

- 1) Providing a rental appraisal of the property/properties, and offering advice as required.
- 2) Preparing property details and advertising as necessary.
- 3) Arranging & carrying out viewings, dealing with negotiations & passing prospective tenants details to landlord.
- 4) Providing an initial statement of account.

Tenant Find & Move-in Service (As in 1-4 above and the following)

- 5) Preparing and signing as Agent for The Owner, an ARLA Propertymark approved assured shorthold tenancy agreement in accordance with current law.
- 6) Preparing an in-house inventory/schedule of condition. Independent inventories are recommended & can be arranged for an extra charge.
- 7) Make all reasonable endeavours to notify the Local Authority and service companies (gas, electric, water) of a change of occupant, at the commencement of a tenancy, provided we have been given full details of the local authority, service companies and the property/properties reference number/s. We cannot accept responsibility for delays or inaccuracies on the part of the Local Authority or Utility Supplier if we are unable to access or identify appropriate service meters.
- 8) Collecting a security deposit equivalent to 5 weeks rent from the tenant/s & depositing it into one of the government approved custodial deposit schemes and providing the tenant/s with Prescribed Information relating to this. Alternatively a zero deposit scheme will be arranged with your prior approval. See www.flatfair.co.uk/landlords/ for details of our chosen
- 9) Advising on and ensuring compliance on the following legislation and more:
 - Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance, and keeping of records in respect of gas appliances in tenanted premises
 - Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire resistant standards of specified items supplied in the course of letting property
 - Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the condition and safety of electrical equipment and appliances in tenanted premises
 - Legionnaires Disease with regard to reducing the risk of legionella bacteria being present in water systems
 - Smoke Alarms & Carbon Monoxide Detectors with regard to the provision in all rented properties
 - 'Right to Rent in England' & The 'How to Rent Guide'

Tenant Find, Move-in & Full Management Services (As in 1-9 above and the following in conjunction with the attached fee structure)

- 10) Receiving ongoing rental payments, preparing and forwarding to The Owner and/or their accountant digital financial statements on a monthly basis, and remitting the balance of rental payments within one week of the due date, provided the same shall have actually been received. Providing usage of an app to enable remote monitoring of the financial position of tenancies. Printed monthly statements can be made available for an additional £6 per month. Providing a digital annual financial statement and on request a printed copy of the annual statement for a charge of £6.
- 11) Making payment of certain regular outgoings provided The Agent has agreed to do so separately in writing and that sufficient funds are held in credit.
- 12) Visiting the property/properties periodically (3 months after commencement of the tenancy and then every six months) to ensure compliance with the terms of the tenancy agreement and reporting accordingly to The Owner.
- 13) Arranging any repairs, maintenance or replacements to the property/properties or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an estimated cost of £120 for any one item or job, The Owner being responsible for the cost involved. We will of course attempt to discuss such works with The Owner prior to instructing them. Where the estimated cost exceeds £120, notifying The Owner or their nominated

representative who will be responsible for arranging and paying for such work or replacement. Please note that we cannot arrange any works (unless in an emergency) without holding cleared funds to meet the liability. Works above £250 will incur a 5% admin fee for arranging and monitoring.

14) Dealing with any necessary insurance claim on The Owner's behalf, with an admin fee equivalent to 10% of the claim being made to be charged subject to a minimum charge of £120.

15) Taking appropriate initial action in the event of rent arrears or any other breach of condition of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved other than if the Premium Management Service is selected.

16) Liaising with the tenant on a routine basis, arranging renewals of the agreement or check-outs, re-advertising and re-letting to new tenants as appropriate.

B. NOTES AND GENERAL TERMS

1) If a mortgage exists on the property/properties the Owner must obtain the lender's consent to let and provide a copy of the said consent to us.

2) If The Owner is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let and confirmed in writing.

3) The Owner must ensure that adequate cover exists under both building and contents insurance, and must inform the insurers that the property/properties is to be let.

4) The Agent's Service does not include supervision of the property/properties whilst unoccupied, despite visits made by staff in the process of re-letting. A caretaking service is available which is at additional charge of £30 per visit.

5) The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.

6) It is hereby agreed that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.

7) The Agent will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.

8) Where The Owner is resident in the UK income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received at the prevailing rate and forward the same to the Inland Revenue on your behalf, a monthly charge will be made for this.

9) Whilst The Agent shall use their best commercial judgment in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting there from. Insurance policies or the Premium Management service are recommended to cover such risks.

10) This Agreement for our managed service will remain in force until terminated by service of six months' notice by one party on the other provided that The Agent may terminate this Agreement forthwith and without service of notice in the event of any action or omission by The Owner or The Owner's representative which frustrates the continued performance of The Agent's Service hereunder. There is a minimum cumulative monthly commission of £720 inc vat for our fully managed properties before our management service can be terminated. For subsequent lettings you hereby agree the fees charged will revert to those displayed on our website at the time.

11) We require at least 2 sets of keys for the main entry door/s including communal entrances doors to your property/properties. All adult tenants will require their own set plus we will need to keep a set on file. If you are unable to supply these we will have them cut at your expense and tested.

12) Should the tenant leave the property of their own accord, prior to the expiration of the tenancy, it is your responsibility to take legal action to recover any outstanding rent or compensation from the Tenant unless you have chosen the Premium Management option. We will however provide any assistance necessary.

13) Variations to this agreement will only be valid if agreed in writing with a director of Absolute Sales & Lettings Ltd. Acceptance of this agreement forms a binding legal agreement in accordance with English law and is subject to the jurisdiction of the court in England and Wales.

14) It is not part of our management service to forward your mail. No responsibility can be taken for mail sent to you at the property/properties and we will not accept mail for you at our offices. We recommend that you arrange for it to be

redirected by the Post Office.

15) You will keep us reimbursed in respect of any claim, damage or liability suffered during the time that we are, or were acting on your behalf unless it is due to negligence or lack of action on our part. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a Landlord.

16) By signing and returning this agreement, you irrevocably instruct us to act on your behalf, as your Agent, with your full authority to sign or complete on your behalf all documents necessary to carry out the effective management of your property/properties and in the event of you being unobtainable, upon terms we consider to be reasonably acceptable to you.

17) Whilst Absolute Sales & Lettings Ltd will endeavour to address any maintenance issues as soon as possible it must be understood that we do not provide a 24 hour emergency call out service although our phonenumber is accessible 24/7 and emergencies will be dealt with as efficiently as possible. Landlords insurance should provide this cover.

18) Absolute Sales & Lettings Ltd are members (D05037) of The Property Ombudsman – www.tpos.co.uk

19) Absolute Sales & Lettings Ltd are members of the ARLA Propertymark Client Money Protection Scheme www.propertymark.co.uk

C. FEES (All fees and charges inc VAT @ 20%)

1) Advertise, Tenant Find, Move-in & Initial Set-up Fees

This agreement is on a sole letting rights basis and our fees will remain payable even if you let it privately or via another agent. The notice period to cease our marketing is 4 weeks. Fees are set at the rate shown on the attached fee structure and are inclusive of VAT except where stipulated. This fee will become payable upon the agreement of granting a tenancy to the tenant/s, and will be deducted from the monies received by us for the first month's rent subject to clause C.5. If the fee payable is higher than the first month's rent the landlord will be invoiced for the outstanding amount or if it is fully managed the outstanding amount may be carried forward to the following month. The tenant deposit will be held with the one of the government approved custodial deposit schemes. Agency fees won't be deducted from tenant's security deposits. You should allow 5-10 days after the commencement of the tenancy for outstanding funds to reach your account. A holding fee equivalent to 1 weeks rent will be paid by the tenant to reserve the property. Should a prospective tenant withdraw or fail the referencing, £200.00 from the holding deposit will go towards the costs incurred by Absolute.

2) Management Fee

All rent collection and management fees are set at a percentage of the monthly rental received subject to a monthly minimum fee as shown on the attached fee structure along with an initial fixed set up fee as per the attached fee structure. A £249 Setup Fee will be payable for each subsequent agreement granted to new tenants if we are managing the property. An Administration Fee of £60 (inc vat) will be payable on the occasion of each renewal of an existing agreement apart from on the premium management package. The monthly management fee is based on the rent falling due not rent collected.

3) Preparation of Inventory

All properties we are responsible for moving tenants into will require an inventory before the commencement of a tenancy. An unfurnished inventory is included in our standard & premium management services and is available to purchase for our other services. Please be aware that whilst we endeavour to produce a fully comprehensive move-in inventory we cannot guarantee deposit monies will be paid back to the landlord in the case of an end of tenancy deposit dispute which is mediated by the government approved custodial schemes. It is important that the property is ready for the inventory to be carried out 2 working days prior to the agreed move in date, if we are unable to effectively carry it out due to failure to remove items, lack of cleaning etc, you agree to indemnify us of any loss that you may incur due to the lack of an accurate inventory. If we have to revisit the property due to it not being ready we will make a charge of £30 to cover our costs in doing so.

4) Overseas Landlords

If you are a Non UK resident we are legally obliged to deduct tax from your monthly rental income at the prevailing rate in the absence of written approval from the Inland Revenue. In the absence of this exemption certificate we will deduct tax and forward this to the Inland Revenue. There will also be a monthly administration charge of £15 to cover the extra work involved.

5) Administration Charges

Once an offer has been accepted orally or in writing by you, we will start to take up references and prepare to draw up the tenancy agreement. If you subsequently inform us that you do not want to proceed, even if the referencing has not been completed, you will be charged an administration charge of £499.00 which will cover the work we will have already undertaken on your behalf plus the cost of referencing your tenants (£60 for the first 2 applicants, £20 for subsequent applicants)

6) Caretaking Service

Landlord 1 (initials) Landlord 2 (initials)

We can arrange for scheduled visits once each week to your property, including collection of post, watering houseplants, checking doors and windows. etc. The visits take place between normal working hours Mon-Fri. There will be an additional charge of £30 per visit.

7) Compliance Checks

Where we receive your instructions to organise a Safety Check to ensure compliance, fees will be charged as per the attached fee structure. If you inform us that you already have or are organising a Gas Safety Certificate yourself but do not provide us with a copy 2 working days before the commencement of the tenancy we will instruct a check at your expense to ensure compliance.

8) Rent Guarantee & Legal Expenses Warranty

This valuable cover will protect your investment and ensure that the rent keeps flowing and is provided through our Premium Management Service.

9) Tenant Referencing

Tenant Referencing will be charged at £60 per couple then £20 per subsequent applicant on the same tenancy unless you are selecting one of our management packages. Please see our [Fee Structure](#) for clarification.

D. CONFIRMATION OF INSTRUCTION

Important - The letting and/or management of your property/properties cannot proceed until this document has been signed, dated and returned to us.

Property Address/es: _____

Initial rental asking price/s per calendar month: £ _____

Service Option Selected: _____

Landlord 1 (full name) _____

Landlord 2 (full name) _____

I/we the undersigned, declare that I am/we are sole/joint owners of the above freehold/leasehold.
I/we* confirm that I/we* have read this Agreement and that Absolute Sales & Lettings Ltd have explained to me the implications of The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1988 (amended 1989 & 1993), The Gas Safety (installation and Use) Regulation 1994, and the Electrical Safety Regulations 1994 and any subsequent updates.

1. I/we declare that for the duration of the tenancy will shall be a Resident in the UK for tax purposes or I will notify you if I am a non resident in the UK for tax purposes
2. I/we further declare that should our status change during the tenancy I/we will notify Absolute Sales & Lettings Ltd immediately
3. I/we accept these terms and conditions of business and wish you to provide the service/s marked below on the terms stated herein.

If you have not asked Absolute to arrange the following (please see our [Fee Structure](#) for details) you will need to provide us with the certificates below at least 48 hours BEFORE commencement of your tenancy agreement.

- Energy Performance Certificate
- Gas Safety Check
- Boiler Service
- Legionnaires Risk Assessment
- Electrical Safety Report (EICR)

Landlord 1 Signature _____

Landlord 2 Signature _____

Dated _____

Landlord Self-Management - Confirmation of Understanding

I hereby confirm that I am fully aware of all legislation pertaining to the Private Rental Sector and have chosen to decline the Full Tenancy Management service currently provided by Absolute Sales & Lettings Ltd and to instead manage the tenancy of my property myself. I agree that I will abide by the full requirements of the law and confirm that I do not require the Full Tenancy Management service as I am fully conversant in landlord and tenant law and all the applicable legislation and am fully able to remain compliant and to ensure my tenants' safety in so doing.

I hereby accept full and complete liability in the event of any errors and/or omissions that I may make in relation to any of the areas of law relating to the management of tenancies and absolve Absolute Sales & Lettings Ltd and its representatives of all responsibility in this regard. Absolute Sales & Lettings have recommended the Full Tenancy Management, whereby they would assume responsibility for many of the legislative areas and compliance. For clarity, I am opting out of their recommended level of service.

I confirm that I assume full responsibility and liability for all current and future requirements of me as a landlord and accept full legal and financial responsibility for compliance with all related legislation including, though by no means limited to, the sample list below plus any and all other current and/or future legislation relating to my responsibility as a landlord.

- Consumer Protection Act 1987
- Housing Act 1988/2004
- Deregulation Act 2015
- All Electrical Safety Regulations
- Housing and Planning Act 2016
- Energy Efficiency Regulations 2015 and 2018
- Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- Housing Health and Safety Rating System
- Immigration Act 2016
- All Gas Safety Regulations
- All Deposit Registration Requirements
- Tenant Fee Act 2019
- Homes (Fitness for Human Habitation) Act 2018

Signed _____ **Dated** _____

Printed Name _____

FULL MANAGEMENT PACKAGE & CHARGES

	Let Only	Compliance & Rent Collection	Essential Management	VIP Platinum Management
Price Per Month*	N/A	8%* (6.67% +VAT)	12%* (10% + VAT)	16%* (13.33% + VAT)
Tenant Find & Move-In (see overleaf for what's included)	£650	£499	£399	£349
Tenant Referencing	£60 up to 2 tenants (£20 per extra tenant)	£60 Up to 2 tenants (£20 per extra tenant)	✓ (up to 2 people)	✓ (unlimited)
Designated Property Manager	✓	✓	✓	✓
Unfurnished 'Move-In' Inventory	£84	£84	✓	✓
Furnished 'Move-In' Inventory	£132	£132	£48	✓
Monthly Rent Collection	X	✓	✓	✓
Monthly Rent Statement	X	✓	✓	✓
Landlord Payment App	X	✓	✓	✓
Rent Arrears Chasing (Up to 2 phone calls & 2 letters)	X	✓	✓	✓
Compliance updates	X	✓	✓	✓
Gas, Legionnaires & Electric Safety Reminders	X	✓	✓	✓
Immigration Right to Rent Renewal	X	✓	✓	✓
Property inspections	X	£84	2 inspections p/a	✓
Dealing with Maintenance Issues with Access to 'Fixflo'	X	X	✓	✓
Out of Hours Emergency Call Answering	X	X	✓	✓
Rent Increase	X	£60	£60	✓
Tenancy Renewal	X	£60	£60	✓
Move Out Inventory	X	£84	£84	✓
Deposit dispute service (Inc. getting a solicitor to sign a stat dec where applicable)	X	£84	£84	✓
Serving Section 21	X	£60	£60	✓
Rent Protection & Legal Expenses Warranty inc. Arrears Chasing	X	X	X	✓
Annual Portfolio Review Meeting	X	X	X	✓
Re-Let Fee for subsequent tenancies	£650	£499	£249	£249

***Subject to a minimum fee of £55 for rent collection; £70 for standard management; £85 for premium management.**

Included in the 'Tenant Find & Move In':

- Accompanied viewings
- Proactive and Knowledgeable Team
- Negotiation of Tenancy
- Advertised Online on Rightmove, Zoopla, On The Market, Prime Location and More
- Advertised on the Absolute Website
- 24 Hour Phone Answering – Never miss a prospective tenant!
- Full Colour Floorplans
- Promoted in the Windows of our Town Centre Offices
- 1st Month's Rent Collection
- Initial Statement
- Option to Upgrade to Tenant Find & Move-In
- Tenancy Agreement
- Prescribed Information Relating to Deposit
- Utility Notification
- Issue Tenants with Full Compliance Pack & Information
- Deposit Collection & Submission
- Subscription to our monthly newsletter
- Option to Upgrade to Fully Managed

Landlords Gas Safety Certificate ¹	Each	Gas Safety & Boiler Service £119.00	All 3
Boiler Service	£79.00	Gas Safety & Legionnaires £139.00	£169.00 (save £68)
Legionnaires Disease Risk Assessment²			
Energy Performance Certificate³	£100.00 (Direct to supplier) No vat		
Overseas Landlord Tax Deduction Admin Fee	£15.00 per month (If NRL Form is not completed)		