

MRKT

PROPERTY EXPERTS

LETTINGS TERMS OF BUSINESS

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Terms of Business ("the Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and MRKT Property Experts ("MRKT Property Experts" or "the Agent" "us" or "we") of 4 Yelverton Road, Bournemouth, BH1 1DF.

The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement together with the attached Services Brochure ("the Brochure") which forms part of the Agreement and sets out the full details of each Service, the rights and obligations of both parties in the Agreement and the Brochure; and the fees and charges which the Landlord will pay which are outlined in the Instruction Document.

The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract.

Once signed, this Agreement will be legally binding on the Landlord. In the Agreement and the Services Brochure, the word "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy of it. The word "Property" means the Property address supplied by the Landlord in the Instruction Document.

The Conditions of the Agreement

Introduction

MRKT Property Experts is an owner managed lettings specialist based in Bournemouth town centre, covering all of Dorset.

We offer a complete support network and solution for landlords, using our extensive knowledge of lettings and property management combined with cutting edge technology.

We offer a service that can be tailored to suit your property needs, and our experienced team of lettings experts provide a first-class service to our clients. We would welcome the opportunity to review the properties/ portfolios of any new customers with no obligation.

Fees and expenses are shown in the Instruction Document.

MRKT Property Experts will provide the following Services:

Basic (Letting Only Service):

1. Advise on possible market rent achievable in current market conditions and the statutory obligations with which the Landlord must comply;
2. Advertise the Property;
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising where suitable, erection of a marketing board to the exterior of the Property in line with local conservation regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board;
4. Introduction of a prospective tenant and negotiating terms between the parties;
5. Take a holding deposit ("Holding Deposit) from the applicant and hold in in compliance with the Act banning taking fees from tenants being a maximum of one week's rent if the Tenancy is £50,000 per year; or a deposit equivalent to six weeks' rent if the rent is more than £50,000 per year.

For a non-Housing Act tenancy, the amount taken as a holding deposit will be equivalent to one months' rent. If the Tenancy is an AST no monies can be deducted from the Holding Deposit unless the prospective tenant has failed referencing. If a non-Housing Act tenancy and the tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered;

6. Where possible to take up suitable references and/or credit references for your approval through a third-party referencing agency. Details of their service is shown in the attached Services Brochure. The fee for referencing is payable by the Landlord;
7. Carry out all Right to Rent checks under the Immigration Act 2014 and the Immigration Act 2016 in-house or through a third-party supplier and forwarding them to the Landlord for approval. If MRKT Property Experts do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy at the Property. MRKT Property Experts have no liability if the Landlord fails to comply with his statutory responsibilities;
8. Arrange an inventory ("the Inventory") if instructed on behalf of the Landlord; and the check in of the Inventory with the applicant ("the Applicant"). The cost of compiling the Inventory and the check-in and check-out is borne by the Landlord;
9. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute;
10. Receive the Deposit and the first month's rent from the Tenant on behalf of the Landlord if MRKT Property Experts holds the Deposit;
11. Protect the security deposit ("the Deposit") through the MyDeposits or DPS if the Tenancy is an Assured Shorthold Tenancy ("AST") and serve the relevant prescribed information on the Tenant if MRKT Property Experts hold the Deposit. If the Landlord holds the Deposit MRKT Property Experts will arrange for the Tenant to pay the Deposit direct to the Landlord. It will be the responsibility of the Landlord to serve the prescribed information and any other documents on the Tenant. MRKT Property Experts have no liability if the Landlord fails to do so;
12. Serve the draft Tenancy Agreement and if it is an AST the "How to Rent" Handbook, a copy of the Gas Safety Certificate and the EPC on the prospective tenant. If the Deposit is held by MRKT Property Experts the Prescribed Information is also served;
13. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account as soon as reasonably practicable after deduction of our fees and expenses;
14. Advise it is the Landlord's responsibility to notify the utility companies (telephone, gas, water, electricity, alarm if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts;
15. Endeavour to negotiate any renewals or extensions on the Landlord's behalf if requested. You should be aware our fees remain payable even if we do not act on your behalf while the tenant remains in the Property;
16. As the Agent, MRKT Property Experts is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the fees of MRKT Property Experts are payable in full upon the commencement of the Tenancy;
17. Supply keys to the Tenant and have additional sets cut, if necessary, at an additional charge to the Landlord;
18. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord and provided the relevant instructions and documents are received;
19. Negotiate the renewal of the Tenancy at the end of the fixed term ("the Term") together with any rent increase if possible if instructed by the Landlord;
20. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord;
21. Advise it is the Landlord's responsibility to arrange repairs if MRKT Property Experts do not manage the Property;
22. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. MRKT Property Experts will not negotiate on the Landlord's behalf;
23. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated prior to the end of the initial fixed Term.

Lite & Lite (Rent Collection Service):

In addition to the above MRKT Property Experts will do the following:

1. Collect Rent on the Landlord's behalf;
2. In the absence of receiving the Rent we will send two rent demand letters to the Tenant;

3. Upon receipt of the Rent we will forward the funds by cheque or to your nominated bank account.
4. You should arrange a facility with your bank to ensure that all outgoing payments are covered and to allow change of a rent payment date, void periods or non-payment of the Rent;
5. We will prepare regular statements of account to you and/or a nominated person;
6. Advise the landlord if any arrears arise. MRKT Property Experts cannot take Court proceedings on the Landlord's behalf;

Premium, Enhanced & Core (Full Property Management Services):

In addition to the above Service MRKT Property Experts will do the following:

1. Notify the local authority and water company of the changeover of occupants at the commencement of the tenancy provided MRKT Property Experts have been given full details of the accounts held, if the supplier will accept our instructions.
2. Collection of Rent as above;
3. Handle all maintenance issues on a daily basis if cleared funds are held by MRKT Property Experts subject to any agreed financial limits;
4. Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord;
5. Arrange visits to the Property approximately every six months two times a year provided the Tenant grants access; MRKT Property Experts will inform the Landlord if access is refused and await further written instructions;
6. Arrange all repairs up to a limit of £240 including VAT without consent if cleared funds are held except in an emergency, unless written instructions are received to the contrary. No liability arises if no funds are held;
7. Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
8. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense;
9. Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit; including forwarding any adjudication to myDeposits or the DPS if relevant if a dispute arises unless either party disagrees;
10. Prepare the documents for adjudication if requested but subject to an additional charge;
11. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
12. Endeavour to obtain a forwarding address from the Tenant;
13. Advise that MRKT Property Experts can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;
14. Advise that the Management Service cannot be terminated until after the first six months of the Tenancy by giving three months' notice in writing. However, commission and fees for the Letting and Rent collection remain payable while the Tenant or an associated person occupies the Property.

House in Multiple Occupation ("HMO") Management Service:

1. To carry out the full Management Service as shown above;
2. To ensure that all conditions of the licence granted to the Landlord are carried out and if relevant checked during management visits;
3. Erect a plaque giving full contact details of the managing agent at a visible place in the Property where MRKT Property Experts are named subject to licensing;
4. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the Licence and to arrange all works to be carried out at the Property to ensure with present and any future requirements of the granting of the Licence when they come to the attention of the Agent. The Agent will not be liable for any losses suffered or legal action taken against the Landlord if the Agent does not hold funds to carry out works on behalf of the Landlord.

Landlord's Undertakings

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses and costs;
2. Provide keys to us for the purpose of viewings;
3. Agree we may appoint a sub agent if this helps to let the Property;
4. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if MRKT Property Experts do not manage the Property. MRKT Property Experts has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to MRKT Property Experts for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later;
6. Provide a copy of the head lease to ensure the Tenant complies with any conditions;
7. Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions;
8. Comply with all safety regulations regarding electricity, gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations;
9. Compensate MRKT Property Experts for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of [insert company name];
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will be deducted from all rent payments by MRKT Property Experts;
11. Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy;
12. Not to discriminate against any applicant, tenant or any employee of MRKT Property Experts. If discrimination occurs MRKT Property Experts can give immediate written notice to terminate the Agreement;
13. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property;
14. To determine whether you need a property licence and obtain such a licence;
15. To provide the Agent with full details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse for any compensation for a breach of the Licence conditions;

Deposit

MRKT Property Experts hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the Deposit Protection Service ("DPS") or myDeposits. Full details of the DPS or myDeposits can be provided by MRKT Property Experts together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

General

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it;
2. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for MRKT Property Experts will be the address specified upon page one of the Agreement;
3. We trade as a Limited Company registered at Companies House (Reg No.11323083). The VAT number is 297791041.
4. We are members of the dispute and compensation scheme operated by Property Redress Scheme (<https://www.theprs.co.uk/>).
5. We are members of the Association of Residential Lettings Agents (ARLA PropertyMark) and subscribes to their Code of Conduct;
6. The service of notices on either party will be by hand delivery, or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the e mail address of either party provided from time to time.

The address for service for the Landlord and MRKT Property Experts will be those specified in the Confirmation of Instruction to this Agreement;

7. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of [insert agency name] or their employees;
8. The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of MRKT Property Experts even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of MRKT Property Experts for the acts or omissions of any of their partners, consultants, employees or agents;
9. MRKT Property Experts and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and MRKT Property Experts must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties;
10. We reserve the right to assign the rights and or obligations under this Agreement;
11. We reserve the right to vary the terms of this Agreement by giving the Landlord one month's written notice;
12. We may vary this Agreement by informing the Landlord in writing;
13. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by MRKT Property Experts; sight of any marketing or advertising material produced by MRKT Property Experts; or by MRKT Property Experts instructions; by way of an introduction from an existing occupier for whom MRKT Property Experts has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between MRKT Property Experts and the Landlord. All charges and fees are shown inclusive of VAT;
14. Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not MRKT Property Experts is the effective cause; and for the period of time of any such renewal, extension or continuation of the Tenancy;
15. If the Tenant or any person associated with the Tenant wishes to or makes an offer to purchase the Property having been introduced by MRKT Property Experts. The Agent will offer to manage/facilitate the sale at a special commission rate of 1.2% inclusive of VAT of the purchase price inclusive of fixtures and fittings; Separate terms of business will be issued reflecting this.
16. There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can registers up to three addresses with the Land Registry including an e mail address and an address abroad. MRKT Property Experts strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.
17. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, MRKT Property Experts has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and MRKT Property Experts wishes to refer the matter to a solicitor; or if MRKT Property Experts are specifically required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement;

18. We will retain the Landlord's details for marketing purposes for 6 years from last contact unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC;
19. Any interest accrued on monies that MRKT Property Experts hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs; and any fees paid by a tenant will be retained. Full details of fees paid by a tenant can be obtained from the MRKT Property Experts website;
20. From time to time, we receive fees from contractors which we retain. This does not affect the quality of the service provide;
21. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
22. If the Landlord signs this contract **away** from the offices of MRKT Property Experts under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform MRKT Property Experts of their decision to cancel this contract by post to the address on page 1 of the Agreement, or email to hello@mrktexperts.co.uk. The Landlord may use the Cancellation Notice in the Instruction Document before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which MRKT Property Experts is informed about the decision to cancel this contract. Under the Cancellation Regulations MRKT Property Experts cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that MRKT Property Experts begin the service in writing by signing the notice in the Instruction Document.

MRKT Property Experts – v.1 September 2023

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