

Management Service Agreement

Between

Halliday Estates Ltd TA George Edwards
Of
Unit 5, Tanyard House, 37 High Street, Measham, DE12 7HR
("George Edwards")

Telephone No.: 03333 057 753
Email: lettings@georgeedwards.com

And

("Landlord")

("Property")

Telephone no.:

Email:

The landlord hereby instructs George Edwards to act as sole agents and to proceed with the letting of the Property under the following terms and conditions. George Edwards agency under this agreement will commence on the date of signature of this agreement (unless otherwise agreed) and will continue until terminated under the provisions of this Agreement.

There are two levels of service available under this agreement. The landlord agrees that he has asked George Edwards to act:

Tenant Find Only ☐

Fully Managed ☐



1. Instructing Halliday Estates Ltd TA George Edwards

By instructing George Edwards, you confirm that you are a sole or joint owner of the Property; that you have the authority of any co-owner to instruct us to let the Property; and that you are authorised to give us instructions to enable us to progress any let agreed. Further, you confirm that you have all relevant authorities and authorisations as are necessary or required to enable you to take advantage of any Products or Services. You also confirm that you have permission from any mortgage provider.

2. Landlord Registration

It is the Landlord's responsibility to register with any active Registration Scheme, such as Rent Smart Wales, or due to any council regulations. Failure to provide the appropriate registration numbers may result in George Edwards being unable to market the Property until they are provided.

This also applies for any Houses in Multiple Occupation ("HMO") and all necessary licenses must be received from the relevant local authority

3. Tenant Find

The fee for our tenant find service is £291.67 excluding Vat (£350 Inc Vat) of the first month's rent for landlords who use our management services. Or £500 excluding Vat (£600 inc Vat) for our tenant find only service.

Our tenant find fee covers the following services.

- Professional Photography, Floor Plan
- Advertising on our website and internet portals.
- Erection of To-Let board where possible.
- Accompanied viewings.
- Tenant referencing.

- Serving of all statutory notices prior to letting
- Preparation of Assured Shorthold Tenancy agreement.
- Advising the utilities and Council Tax office of a tenant moving in.
- Right to Rent Checks (England only).
- Protect Tenants Deposit.
- Basic check in report

4. Inventory

George Edwards includes a standard check in report which is sufficient for most investment landlords. Should a more detailed inventory be required we can prepare this at the cost below. Although great care will be taken, we cannot accept responsibility for error or omission unless any error or omission is brought to our attention by the Landlord within 5 days of being supplied with a copy of the inventory. George Edwards do not inspect attic or cellar spaces and as such nothing contained or left in these areas will be covered by any inventory prepared. Items left by the Landlord in any attic or cellar will therefore be entirely at the Landlord's own risk. George Edwards cannot accept any responsibility for errors or omissions for inventories prepared by third parties including the Landlord themselves. Failure to prepare a proper inventory can prejudice any deposit repayment claim with an approved Tenancy Deposit Scheme.

The current cost of preparing a full inventory is as follow and are exc. Vat. Please note that White Goods are included as part of an unfurnished inventory.

Size	Unfurnished	Furnished
Studio	£65	£85
1 Bedroom	£85	£105
2 Bedroom	£105	£125
3 Bedroom	£125	£145
4 Bedroom	£145	£165

5 Bedroom	£165	£185
Each Room +	£20	£20

5. Management Fee

Our management fee is 10% exc Vat (12% Including Vat) of the total rent collected. This is payable monthly when the rent falls due from the Tenant and is collected upon receipt of rent from the Tenant. These terms apply for all properties managed by George Edwards for the Landlord even if they are not specifically named above.

Included within our management fee:

- Provide all statutory documents for the tenant upon moving into the property.
- Monthly rent collection and arrears chasing.
- Organise tradesmen to carry out maintenance during the tenancy or in relation to a checkout report.
- Carry out regular inspections of the property. Please note these are not intended to be structural surveys or as detailed as inventories. George Edwards cannot take responsibility for any hidden or latent defects. These inspections are carried out after three months and then every six months unless it is felt necessary for more regular inspections.
- Organise regulatory certificates.
- Provide the tenant with a dedicated point of contact for maintenance and account enquiries for the duration of the tenancy.
- Deal with the return of the deposit.
- Deal with any disputes if we have provided the inventory.
- Advising all Utility Companies and Council Tax office of a tenant moving out.

6. Advertising and Marketing

We will advertise and market your property for the advised period on such property portals,

websites, or publications as we consider to be the most effective at securing interest on your property. We may withdraw or no longer take advantage of the services of such property portals, websites or publications at our absolute discretion.

When you instruct George Edwards to let your property, we will arrange for a 'To Let' board to be erected free of charge.

All boards belong to George Edwards.

7. Viewings & Keys

Subject to Interruption beyond our reasonable control we will arrange and keep a record of viewings. You will be notified when a viewing is booked by text or email and we will aim to call you in advance of the booking to confirm the appointment.

We will conduct all of your viewings, unless otherwise requested to, but it is still your responsibility to ensure that the property is ready and prepared for the viewing, is in a safe condition and that George Edwards representative has access to the property at the date and time of the viewing.

If you supply George Edwards with keys to access the property. We shall store these in a safe and secure way.

8. Rent Reviews

We conduct annual rent reviews on all properties.

Please note that tenants have a right to refer any disputed rent increase to a rent officer, should the tenant refer it to a rent officer where the landlord has requested an increase contrary to advice given by George Edwards there will be a Rent Dispute Fee of £50, exclusive of any disbursements.

This fee will cover the following:

- Considering opposition to any rent increase notice
- Liaising with rent officer regarding any provisional order and, if necessary, seeking reconsideration

- Considering any rent order made and preparing an appeal if necessary
- No fees will apply for unsuccessful increases proposed at George Edward's recommendation.

9. Energy Performance Certificate ('EPC')

It is a legal requirement for you to have a valid an EPC throughout the length of the tenancy. It is your legal responsibility to ensure that you have a valid and up to date EPC in place before tenants move in. We can arrange this for a fee.

10. Gas Safety Regulations

The Landlord is fully responsible for ensuring that gas installations and gas appliances are maintained in good order before the commencement of a tenancy as well as throughout and checked for safety at least every 12 months by a Gas Safe registered engineer. A property cannot be let without such a certificate. George Edwards can appoint a Gas Safe regulated engineer to inspect all gas appliances and their installations and carry out any remedial work necessary. The cost incurred will be debited to the Landlords account.

11. Electrical Installation

A Landlord has a duty of care to ensure all electrical installations and any appliances supplied are safe. It is mandatory for the Landlord to have an Electrical Installation Condition Report (EICR) prepared for the Property at intervals of not more than 5 years. An EICR must also include a portable Appliance Test (PAT) for appliances supplied by the Landlord. PAT testing will likely be required more frequently than the EICR and usually at intervals of one year. Accordingly, if not supplied by the Landlord for the beginning of any tenancy, George Edwards can arrange for an EICR to be prepared at a fee.

12. Legionella

A landlord has a duty to control the risk of Legionella. As such all landlords are required to carry out a risk assessment to identify and assess potential sources of exposure to a risk of legionella, and thereafter, where a risk has been identified to introduce a course of action to prevent or control any identified risk. Whilst the risk assessment can be carried out by the Landlord themselves, that is only the case where they are competent to do so.

Alternatively, the risk assessment can be done by a suitably qualified third party. If no risk assessment has been prepared, then one can be carried out on the Landlord's behalf and at their expense.

13. Smoke Alarms and Carbon Monoxide Detectors

A landlord has a legal duty to ensure rented property has the appropriate fire detection and carbon monoxide detectors in place. George Edwards will check installations, but legal responsibility remains with the Landlord.

14. FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

The Landlord warrants that he/she is fully aware of the requirements of these regulations and the relevant amendments. The Landlord declares that all relevant furnishings in, or to be included in the property comply with these regulations.

15. Empty properties

If your property is empty for an extended period, you shall ensure that you conduct regular security and condition checks from time to time. George Edwards shall not be responsible for doing so but can for an additional fee of £25 per time.

16. Personal interest

We will always inform you as soon as we

become aware of anyone looking to rent your property that is in any way connected with George Edwards; whether they are employed, a contractor, family member or providing services to us. If you are aware of any personal interest from anyone connected with George Edwards you should notify us immediately. We will then make such enquiries as we consider necessary and provide you with a notification in writing of the nature of the personal interest. You will have the sole discretion to decide whether you wish to deal with the person or persons concerned. We will never knowingly permit any rental to go ahead with someone connected to George Edwards unless we have provided you with written notice. This written notice will ordinarily be displayed when you review the offer. Before your Advert is published, George Edwards will ask you whether you are in any way connected with George Edwards; whether you are employed, a contractor, a family member or providing services to us. This will be disclosed to all potential purchasers or tenants.

17. Third party companies

We will introduce to you, the tenant, or any prospective tenant (where we deem appropriate and / or necessary) third party services ("the services") such as mortgages, insurance, conveyancing, utilities and removals but only where we reasonably believe that the services being provided are in the best interests of you, the tenant, or prospective tenant and further that the third party companies are capable and required to, provide an exceptional service.

We may receive a commission for introducing you but only when you agree to take advantage of such products or services. You may decide of your own free will and we will never pressurise or require you to use such products or services. You hereby expressly agree and accept that in the event that we introduce a product or service from a third-party company we may accept a payment or commission as a result of

that introduction.

18. Financial Services and Markets act 2000

With the introduction of the Financial Services and Markets Act 2000, George Edwards can no longer deal with or administer insurance claims through a third-party insurer. To do so would now be a criminal act.

19. Data Protection

All information held concerning a landlord or tenant is confidential and will be held by George Edwards in accordance with the Data Protection Act. George Edwards is registered with the Information Commissioners Office and therefore we are unable to supply any tenant details to a landlord unless we have received an ICO registration number.

20. Client Money

All client money is held in a dedicated Client Account for which no interest will be paid. Client money is also protected through Property Marks Client Money protection.

21. Universal Credit

The landlord undertakes to reimburse George Edwards for any claims arising from overpayment which may be made under Universal Credit Whether or not George Edwards continues to be engaged to let or manage the properties under this agreement.

22. Sale

In the event that George Edwards introduces a tenant or buyer to the property who subsequently purchases the property. The Landlord shall be liable to pay a 1% sale fee (Minimum fee £2,000) to George Edwards.

23. Variations

George Edwards may alter or amend these terms and conditions at any time if mutually

agreed by the parties by way of one month's written notice.

Any compulsory changes and/or regulations that apply to the agreement shall be implemented within a reasonable period and in any case before any period of time required by the change in law or regulation

24. Termination

This agreement may be terminated by either party with two months written notice. Should the property be tenanted when the Landlord cancels the tenancy there will be a £250 cancellation fee. Landlords should be aware that any tenancy entered into on behalf of the landlord is legally binding.

25. Alterations to Terms

26. Signatures

Signed by the Landlord:

Print Name:

Date:

Signed on Behalf of Halliday Estates Ltd TA George Edwards:

Print Name:

Date:
