

A LANDLORD'S GUIDE TO LETTINGS & MANAGEMENT



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“Integrity Professionalism, Quality & Service”

Terms & Conditions of Business

This brochure has been compiled as a guide to Landlords and does not form or is in any way a substitute to our Terms and Conditions of Business.

Our terms and conditions of business will be provided, detailing further the services, charges and conditions for you to read before you sign the contract. You can rest easily knowing that your property is in the hands of a professional agent.



INTRODUCTION

WHY FISKS?

- 2 offices with prominent High Street Locations
- Open 6 days a week making it easy for Tenants to find us

The Internet

We advertise with all of the Major Property Portals: -

- Primelocation
- OnTheMarket
- Zoopla
- Rightmove

Other Media

- Newspapers
 - Standard Recorder
 - Yellow Advertiser
 - Canvey Times
 - E mail and Text messaging including social media
 - Gateway, our monthly magazine, distribution: 13,000
-
- Prospective tenants referenced at no cost to Landlord
 - Tenancy Agreement negotiated and produced in-house
 - Trained and motivated consultants prepared to work outside of office hours
 - Bonded client accounts, we are members of NAEA Propertymark & ARLA Propertymark
 - No Tenant No Fee

The FISK Difference

The following are just some of the features which set us apart:-

1. **No other local agent has a wider range of resources**, a more comprehensive list of marketing options or a higher level of professionalism than Fisks Ltd. This means we have the ability to let your home quicker.
2. **Technology**. Digital photographs and floor plans going directly to computer generated advertising and the portals means we can present your property professionally and quickly to the right applicants. *Our software enables us to do this for you automatically.*
3. **Widespread advertising and marketing**. What we need for your home is a strategy that will make it stand out from the crowd and thus maximize opportunities for letting.
 - We have researched local press advertising and believe that we place Adverts with the most widespread and effective publications
 - Advertising on the best property related internet sites
 - Distinctive 'To Let' boards
4. **Customer care**. Personal service should be expected with our consultants available by mobile phone during reasonable hours whilst finding you a tenant.
5. **Accompanied viewings**. We will accompany viewings, whether your home is occupied or not. This ensures that the security of your home is not compromised. We will also provide feedback, so that you are kept informed and can see the progress that is being made.
6. **Opening hours**. Fisks are open 6 days a week in order to maximize any opportunities we have to let your home.
7. **Out of hours** appointments to meet the needs of a demanding market.
8. **Trained, qualified and motivated staff**. We invest in the best training programs available, specific to residential lettings and property management, provided by the NAEA Propertymark and ARLA Propertymark. Furthermore Fisks Training Services provide property-related training for the Estate Agency industry and have invested heavily in the best international training and coaching systems available worldwide.

LANDLORD INFORMATION

Tenant Referencing

All prospective Tenants are interviewed before being recommended. If accepted full referencing will take place via an independent Referencing Agent. This company can provide a fully comprehensive credit referencing facility with Rent and Legal protection insurance products to cover the Landlord's piece of mind. Our recommendation would be to use this service.

Security Deposit

Landlords are now required by law to register the security deposit with a government approved scheme within thirty days of the commencement of the tenancy.

There are three schemes, The Deposit Protection Service (Custodial), Tenancy Deposit Solutions – Insurance Scheme (Stakeholder) and The Tenancy Deposit Scheme (Stakeholder).

The penalties for not registering the deposit with an approved scheme and informing the tenants are severe; Landlords will be unable to use a FORM 6A to regain possession under notice. County Court has the power to order Landlords to repay the tenant the security deposit of up to THREE times the original value.

Under our full Management Service we will lodge the Tenant's security deposit with the Deposit Protection Service and ensure the correct paperwork and prescribed information is in place.

Please note that we take a deposit equivalent to six week's rent, we find that this stops the Tenant trying to use the deposit as the final month's rent as they want the full amount back.

Rent Payments

The first month's rental is collected in advance. It will be up to the Landlord to collect any future rents from the Tenant if we are providing a Let only service, we will however, as the new Tenant(s) to complete a Standing order form, we will send this to the Tenant's bank, but it is up to the Landlord/Fisks to ensure that the Tenant checks that the Bank have received and processed it.

If you chose the Management services the rent is paid into your Bank Account or forwarded onto you within ten working days each time the rental is paid by the Tenant as a service standard. However, we aim to transfer all the monies to you as soon as **they are cleared funds**.

Tenancy Agreements and Notice(s)

A Tenancy agreement will be prepared for all Tenants to sign before moving into the property.

The Agreement will include comprehensive terms for the Tenants to adhere to. Under the Housing Act 1988 (amended 1996) an Assured Shorthold Tenancy will be used, except in cases of a company let then the relevant company Agreement will be drafted as with an Assured tenancy. The Standard Notice for repossession will also be drafted to bring the tenancy to an end at the expiry.

LANDLORD INFORMATION CONTINUED

Inventory & Schedule of Condition

An inventory should be prepared to ensure that all items of Furniture, Fixtures and Fittings left at the property are recorded and their condition noted with the condition of the walls and carpets. In our experience if a Tenant disputes the deductions a Landlord has proposed to take from the security deposit and the Landlord has not provided an inventory at the beginning of the Tenancy the ICE (Independent Case Examiner) are likely to award in the Tenant's favour regardless of the merit of the Landlord's claims.

The Tenant's deposit will be held against any damages or excess wear and tear shown against the inventory.

The inventory can be provided by the Landlord or by us. Further detail of this service is provided in our Terms of Business.

Mortgaged Properties

You should notify your *Building Society or Bank* if you have mortgaged the property, that you wish to let. It is usually one of the conditions of your mortgage that you apply for permission to let the property. We also recommend that your building and contents Insurers are advised of your plans as they too may need to alter the policies to cover a third party residing at the property. (We can assist in recommending specialist insurance companies dealing with insurances for rented properties. Please speak to a member of the team).

Leasehold Properties

If the property is leasehold you may need the head Leaseholder's or Freeholder's permission to create a Tenancy. We advise Landlords check with the Freeholder that there are no restrictions or covenants which prevents you from letting the property and that the Tenants must adhere to during the Tenancy period.

Houses of Multiple Occupations

HMO licensing came into force on the 6th April 2006. Landlords will now have to apply for a license.

The penalties for not applying for a license came into force on 6th July. From that date a Landlord who operates a licensable HMO without a license will be committing a criminal offence and will be liable to a fine of up to £20,000.

Generally for a HMO to require a license, the dwelling must consist of three or more floors and have Tenancy consisting of five or more Tenants. However there are exceptions. As the Landlord if you are in any doubt please seek further advice.

Short Term Lets

Any contract granting possession for a period of less than six months is a short term let and is outside the protection of the Housing Act 88 revised g6.

The Landlord should check with the planning department of the local authority responsible for the rented property regarding the policy for short term lets. In the event that the Landlord is planning to let the property for less than six months, some local authorities may require Landlords to apply for a change of usage from residential to commercial. Planning breaches could lead to a fine of up to £20,000.

It is normal that Landlords pay for electricity, gas and water bills and the council tax during the Tenant's stay in return for a rent at premium to the market.

Permissions from the Freeholder, mortgage provider and insurers should also be sought before entering into a short term contract.

Stamp Duty Land Tax

Stamp duty land tax is payable on Tenancy Agreements where the value of the Tenancy is over £60,000 by the Tenant to the Inland Revenue Stamp office. It is our duty to advise Tenants that this duty may be payable and that they seek advice from the Tax Office/Inland Revenue as to the duty payable.

Non UK Resident Landlord

If you are going to reside outside the UK we are bound under the Taxes Management Act 1970, Section 78 and 83 to assess you at the basic rate of income tax (variable) due from rents we collect on your behalf if you are not "self assessing" your own tax.

We should receive a letter of confirmation from your Accountant and Tax Office confirming that they accept liability for payment of your tax. (Please see your Accountant for self-assessment advice).

Alternatively, we can instruct a Tax Specialist or Tax Adviser who can give you advice or can be employed by you to take care of your tax affairs whilst abroad. (See our Terms of Business).

UK Resident Landlord

Your rental income will be subject to UK tax with normal deductions, we do not do this for you, you would have to instruct an Accountant.

Keys

It is important to have several keys cut for the property so there are enough for each adult Tenant due to move into your property, plus a set for our Management Department (if applicable) for security and access if so required.

We need 3 sets of front and back door keys for Managed Properties, two sets of front and back door keys for Let Only properties.

LANDLORD INFORMATION CONTINUED

Legal Costs

Should there be at any time any need to take legal action against the Tenant for whatever reason, the Landlord will be responsible for this action plus any necessary costs incurred. For managed property assistance will be given to the Landlord with regards to documentation and administration with reference to the tenancy.

Transfer of Services

If you have employed us as your Managing Agents the only service that we are not able to transfer for you is the telephone, as BT or cable will only deal with the subscriber and not with a third party. Please, therefore, arrange transfer on the day the Tenants take occupation if possible. If we are **not** managing the property under our Management Plus service, you will need to arrange the following: -

Gas and Electricity

Inform them of the date of transfer to the new Tenants, plus their names, the meter reading and your forwarding address so they can send you a closing account.

Water Rates

Water Rates will become the Tenant's responsibility in most cases, but please advise them of your new forwarding address. If your water charges are on meter, the Tenant is responsible and a meter reading and date of transfer needs to be supplied to the Authority together with your forwarding address.

Council Tax

Once again this is payable by the Tenant during the tenancy. Please advise the Local Authority the date of transfer to the new Tenant and of your forwarding address in order that they can send you a closing account.

Telephone

It is best to arrange the transfer for the actual day that your Tenants will be moving in. If there is a break between subscribers, there can be a charge depending on the length of time that the service has been disconnected.

Mail Redirection

The Post Office offers a service to redirect your mail, which we recommend you arrange prior to vacating the property for the term of the tenancy.

You should also inform your bank, employers, friends and family who are likely to write to you and inform them of your new address.

SAFETY REGULATIONS

Landlords have the responsibility for the safety of both the Tenant and their own property during the tenancy.

The following regulations must be adhered to without fail by the Landlord and as Agents we must ensure that they are carried out.

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993)

The original regulations introduced in 1988 ensured that all manufacturers, importers, suppliers and upholsterers of soft furnishings and furniture only supply items that use fire-retardant filling materials and fabrics. In addition, all furnishings sold or supplied must carry a permanent label. The amendments in 1993 included furniture supplied in rented accommodation. The regulations apply to the following items: beds, mattresses, sofas, armchairs, nursery furniture, cushions, seat pads, pillows and loose and stretch covers for furniture. Items of furniture made prior to 1950 are termed as antiques and as such are excluded from the regulations.

The Gas Safety (Installation and Use) Regulations 1998

These regulations apply to all domestic properties and make it mandatory for Landlords to have all gas pipe work, equipment and appliances safety checked annually by a CORGI registered gas engineer on an annual basis. This includes such items as Gas Fires, Central Heating boilers, Gas cookers and other gas appliances. It also insists that flues and chimneys are clear of obstructions and in the correct place. A Landlord's Gas Safety Record must be provided to the Tenants prior to the tenancy commencement. In addition these documents and details of any work carried out must be recorded and kept. Any items that fail to comply with the regulations must be fixed or removed immediately.

The Electrical Equipment (Safety) Regulations 1994

These regulations require that all Electrical equipment left at the property be "safe and of no risk or injury to people or pets".

They should be checked that flexes, fuses and electrical out put are safe and correct. Items that must comply are all portable electrical items such as electric cooker, fridge's, washing machines, kettles, toasters etc.,

As agents we cannot guarantee which items are safe or not and will recommend that a qualified electrician checks these items (a charge will be made). Your own electrician can carry this out.

ENERGY PERFORMANCE CERTIFICATES 2008

From the 6th of October 2012 prospective Tenants must have the opportunity to see a valid Energy Performance Certificate prior to agreeing and signing a new Tenancy and from the 1st of April 2018, rental properties must have no lower than an E rating for Energy Efficiency.

The Energy Performance Certificate will be valid for 10 years

Houses of Multiple Occupation with shared kitchens and bathroom facilities will require an Energy Performance Certificate for the whole building. Where rooms or studios have individual facilities an Energy Performance Certificate will be required for each individual dwelling.

Failure to comply with any of the above regulations could lead to prosecution and a large fine and/or imprisonment. This legislation may seem daunting and must be taken seriously, however as a professional Letting Agent we will help guide you to ensure that you comply with the Landlord's obligations and to ensure that your property is safe for Tenants to occupy. Compliance need not be expensive and we can arrange the relevant checks on your behalf.

Important Note

This is only a brief guide to the regulations. Our team will be happy to provide you with any further information and to discuss our Terms of Business.

Further information and details are provided in our Terms of Business and by asking a member of team.

THE SERVICES

Our Standard Terms of Business are set out below

Letting Only/Tenant Find Service *(please tick if applicable)*

- 1.1 Conduct an initial market appraisal.
- 1.2 Provide the Landlord with the details of a qualified Energy Assessor enabling the Landlord to comply with the legislation relating to the provision of Energy Performance Certificates to Agents and Applicants.
- 1.3 Display the property for Let immediately on the websites used by Fisks, circulate to prospective Tenants and advertise as necessary.
- 1.4 Apply for and obtain relevant personal and financial references in connection with each Tenant party that will sign the Tenancy Agreement.
- 1.5 Prepare all necessary Tenancy Agreements and co-ordinate the signing of the same by the Tenants.
- 1.6 Advise the in going Tenant of the procedure for registering with the appropriate utility providers for supply during the Tenancy period including details of the Local Authority for council tax.
- 1.7 Collect a minimum of one month's rent in advance, together with a deposit / bond in respect of dilapidations and for any non- performance of the Tenant's Tenancy obligation's.
- 1.8 In accordance with the Housing Act 2004, the Landlord must protect the full value of the security deposit or bond as detailed in the Assured Shorthold Tenancy (AST) with a Tenancy Deposit Scheme within thirty days of the start of the Tenancy Agreement and within said period provide the Tenant full details of the scheme including details of the Alternative Dispute Resolution Service (ADR). The penalty for not doing so will mean you will be unable to use a section 6 (a) notice to regain possession under notice. The County Court has the power to order you to repay the Tenant the security deposit at up to three times the original value. The deposit will be sent to you with the move in account statement.
- 1.9 The Landlord agrees they have instructed the Agent not to register the security deposit and the Agent has no liability for any loss suffered by the Landlord failing to comply with the Tenancy Deposit Laws.

1. Letting Only Service Continued

- 1.10 Arrange the preparation of an Inventory and Schedule of Condition. At additional cost see below:

INVENTORY (all prices include VAT)

Studio	£110	<input type="checkbox"/>
1 bedroom	£120	<input type="checkbox"/>
2 bedroom	£132	<input type="checkbox"/>
3 bedroom	£151	<input type="checkbox"/>
4 bedroom	£171	<input type="checkbox"/>
5 bedrooms and above	£192	<input type="checkbox"/>

- 1.11 Ensure that a Gas Safety Certificate has been provided to the Tenant prior to the commencement of the Tenancy.

2. The Landlord acknowledges that:

- 2.1 **Property is subject to mortgage / loan** - Where the property to be let as detailed above is subject to a mortgage or loan for which it is being held as security then permission to let will need to be obtained from the lender(s) prior to the commencement of the let.
- 2.2 **A valid Energy Performance Certificate (EPC)** will be made available to Fisks Ltd and any prospective tenants prior to the commencement of the marketing process.
- 2.3 **Property insurance** - Adequate levels of insurance cover on the buildings / and contents of the property being let should be maintained throughout the term of the tenancy.
- 2.4 **Safety Regulations** – The landlord will fully comply with the Furniture & Furnishings (Fire & safety) Regulations 1996(amended); Gas Installation (Safety & Uses) Regulations 1996; Electrical equipment (Safety) Regulations 1994 or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time.
- 2.5 **Legal action** – The landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between the landlord and his / her tenant(s). Plus be responsible for the payment of all fees and costs relating to such matters.
- 2.6 **The Landlord** – Confirms that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority, and that the property complies with all relevant regulations.
- 2.7 **The Landlord** – Agrees to maintain the property to a good standard of repair

throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and conditions of the tenancy agreement.

- 2.8 **The Security Deposit - The Landlord** shall at the determination of the tenancy use his best endeavours to agree with his tenant what deductions should be made from the security deposit and will in any event within twenty days of the termination of the Tenancy notify the Alternative Dispute Resolution Service (ADR) of what sums/issues remain in dispute.
- 2.9 **The Landlord** agrees that except with the consent of the Landlord's tenant or where there has been a determination made by the relevant Deposit Protection Scheme or by a Court of Law notwithstanding the terms of the Tenancy agreement no deductions will be made from the security deposit and that they will not be entitled to claim interest thereon.
- 2.10 **The landlord** - Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made against the agency concerning the landlord or landlord's property.
- 2.11 **The landlord** - Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to you and/or nominated bank or building society of the monthly rent.
- 2.12 **Resident outside the UK** - Under the Taxes Management Act 1970 Section 78 and 83 - Where the Landlord resides abroad (outside England or Wales) and is not registered for 'Self -assessment' then tax will be deducted and forwarded to Her Majesty's Revenue and Customs unless the agency has authority from Her Majesty's Revenue and Customs to pay monies direct to the Landlord without deduction of tax. The Landlord must seek to register for "self-assessed" for rental if living abroad and becoming a non-resident Landlord.

3. General Terms

- 3.1 **The agency** - Accepts no liability for any damage or theft at the property whilst vacant or between any lettings. The agency recommends that the landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. No property management service or agency service is offered during this period.
- 3.2 In the event that the Landlord has not provided a valid Gas Safety Certificate and Energy Performance Certificate, Fisks Ltd will arrange this at cost to the Landlord.
- 3.3 For vacant properties or empty periods between let's and when Tenants have vacated the property and the property remains empty. The agency does not offer a management service or takes any responsibility for any damage, injury or liability that may arise at the property during this period.

- 3.4 We reserve the right to receive a marketing fee from any third party contractors.
- 3.5 Commissions on the sale of property. Commission at 1% + VAT of the Sale Price will be due to Fisks Ltd in the event that the Tenant introduced to the Landlord by Fisks or any person connected to the Tenant introduced by Fisks completes on the purchase of the property or Leasehold interest from you.

4 Termination of this Agreement

This agreement may be terminated by either side by giving 7 days' notice in writing.

5. Services and Agency fees:

5.1 Tenant Finder's Fee

A charge of £450 + VAT (£90) = £540 payable at the commencement of the tenancy to be deducted from monies collected from the tenant.

5.2 **Renewal of Tenancy or Extensions** is subject to an administration charge of £150 plus VAT.

5.3 A free company "To Let" board will automatically be erected at the property once instructions to let have been received. This will be replaced with a "Let by" board when the property has been let. Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

5.4 A rent collection service is available to include processing any rent payments and remitting to your nominated bank account all cleared funds that are received. Our fees for this service will be: £40 + VAT

Note: All fees are subject to VAT at the current rate, including fees for the creation of second and subsequent Tenancies are as previously stated above.

Management Service *(please tick if applicable)*

- 1.12 Conduct an initial market appraisal.
- 1.13 Provide the Landlord with the details of a qualified Energy Assessor enabling the Landlord to comply with the legislation relating to the provision of Energy Performance Certificates to Agents and Applicants.
- 1.14 Display the property for Let immediately on the websites used by Fisks, circulate to prospective Tenants and advertise as necessary.
- 1.15 Apply for and obtain relevant personal and financial references in connection with each Tenant party that will sign the Tenancy Agreement.
- 1.16 Prepare all necessary Tenancy Agreements and co-ordinate the signing of the same by the Tenants.
- 1.17 Advise the in going Tenant of the procedure for registering with the appropriate utility providers for supply during the Tenancy period including details of the Local Authority for council tax.
- 1.18 Collect a minimum of one month's rent in advance, together with a deposit / bond in respect of dilapidations and for any non- performance of the Tenant's Tenancy obligation's.
- 1.19 Ensure that a Gas Safety Certificate has been provided to the Tenant prior to the commencement of the Tenancy.
- 1.20 To erect a "To Let" marketing board at the property and to replace the same with a "Let By" marketing board when suitable Tenants have been found for the property.

2. Management Service Continued

- 2.1 Arrange and co-ordinate the Tenant's occupation and vacation of the premises.
- 2.2 Arrange for the check out of Tenants against the Inventory and Schedule of Condition.
- 2.3 Ensure the gas safety and electrical checks and EPC certificates are valid for the duration of the Tenancy as required by the current legislation.
- 2.4 Transfer the council tax and utility accounts to the new Tenant's names.
- 2.5 We will instruct contractors for emergency repairs and seek your approval for costs above £300. We will hold a balance of will be held

to cover unexpected costs incurred before the rent due date. An example of an emergency is a leak causing damage to the property when the Landlord is not contactable we will instruct a contractor to take steps to avoid further damage.

- 2.6 Make arrangements for the demand of the monthly rent due from the Tenant(s) in respect of the property let. The agency will make every effort to get the Tenant to clear any rent arrears but the agency will not act as a debt collector.
- 2.7 Upon receipt of the rent paid by the said Tenant(s), to pay the same to you after deduction of pre-agreed management fees by the Bank's fast payment system or to your nominated Bank / Building Society account as per any pre-arrangements made so you will received cleared funds. These transfers will take place within 5 working days of cleared funds being received.
- 2.8 To prepare monthly statements detailing payment received by the agent on behalf of the Landlord's let property and to clearly state any deductions or fees made by the agency.
- 2.9 Unless instructed by you, we will protect the security deposit in accordance with Housing Act 2004 we will register the deposit with a Government approved deposit protection service within thirty days of signing the Tenancy Agreement and within said period provide the Landlord and Tenant full details of the scheme including details of the Alternative Dispute Resolution Service (ADR).
- 2.10 Prepare a schedule of dilapidations (damages) for the Landlord on expiry of the Tenancy.
- 2.11 In the event of a Tenancy Deposit dispute where we have protected the deposit we will endeavour to resolve this dispute. In the event that a dispute resolution is not reached within thirty days of the expiry of the Tenancy we will refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme.
- 2.12 If after 10 working days following notification of the dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, the remains and unresolved dispute between the Landlord and the Tenant over the allocation of the deposit it will be submitted to the ICE (Independent Case Examiner) for adjudication (subject to clause 2.15 below) all parties agreed to co-operate with any adjudication.
- 2.13 The parties may, if either party chooses to do so, seek the decision of the court. However, this process may take longer and may incur further costs. Because it is a condition of a Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

- 2.14 Ensure that the relevant Form 6A has been served no later than two months before the end of the Tenancy.

3. Management Service Continued

- 3.1 By pre-arrangement provide an inspection three months after the tenancy commences and an inspection six months whilst the Tenant(s) are in occupation, and send a written report to the Landlord.
- 3.2 We will advise the Tenant in writing if they are in breach of contract and ensure the file is presented correctly for the Landlord to make a deduction from the Tenant's security deposit or pursue the Tenant in County Court for damages.
- 3.3 We will ensure that your Tenancy file is kept in a proper and correct state and can be used to the Landlord's fair advantage, in the event that there are disputes related to the security deposit or the Tenancy Agreement.
- 3.4 In the event that the Tenant complains about a faulty appliance, furniture or any other fault related to the property we will investigate the complaint before instructing a contractor and incurring costs on the Landlord's behalf.
- 3.5 We will provide the Landlord with all the relevant reports, emails and photographs needed as evidence should the Landlord need to make an insurance claim.
- 3.6 We will obtain sufficient quotes for the Landlord's insurance company and instruct the contractor on the Landlord's behalf.
- 3.7 Forward an insurance claim form previously completed by the Landlord to the insurance company on behalf of the Landlord whilst retaining the relevant documentation on file.
- 3.8 Inspect the completed works on behalf of the Landlord.
- 3.9 Pay an initial premium on an insurance policy from funds available in the Landlord's account – (as long as Fisks have not acted as an introducer or arranger of the policy).
- 3.10 Pay a renewal premium on an insurance policy from funds available in the Landlord's account (as long as Fisks have not given renewal instructions to the insurer, and pay only the amount demanded).
- 3.11 Pay any service charges with funds available in the Landlord's account.
- 3.12 In the event that the Landlord requires possession of the property during the fixed term due to a Tenant's breach of Tenancy we will serve the relevant section 8 notice.

- 3.13 On your instruction we will write to your Tenant and request that they remedy any breach of Tenancy.
- 3.14 We will represent Landlords at any relevant tribunals or court hearings and pre-hearing meetings at an additional fee to be agreed at the appropriate time.

4. The Landlord acknowledges that: -

- 4.1 **Property is subject to mortgage / loan** - Where the property to be let as detailed above is subject to a mortgage or loan for which it is being held as security then permission to let will need to be obtained from the lender(s) prior to the commencement of the let.
- 4.2 **A valid Energy Performance Certificate (EPC)** will be made available to Fisks Ltd and any prospective tenants prior to the commencement of the marketing process.
- 4.3 **Property insurance** - Adequate levels of insurance cover on the buildings / and contents of the property being let should be maintained throughout the term of the tenancy.
- 4.4 **Safety Regulations** – The landlord will fully comply with the Furniture & Furnishings (Fire & safety) Regulations 1996(amended); Gas Installation (Safety & Uses) Regulations 1996; Electrical equipment (Safety) Regulations 1994 or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time.
- 4.5 **Legal action** – The landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between the landlord and his / her tenant(s). Plus be responsible for the payment of all fees and costs relating to such matters.
- 4.6 **The Landlord** – Confirms that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority, and that the property complies with all relevant regulations.
- 4.7 **The Landlord** – Agrees to maintain the property to a good standard of repair throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and conditions of the tenancy agreement.
- 4.8 **The Security Deposit- (Where Fisks Ltd are acting as a let only agent) The Landlord** shall at the determination of the tenancy use his best endeavours to agree with his tenant what deductions should be made from the deposit and will in any event within twenty days of the termination of the Tenancy notify the Alternative Dispute Resolution Service (ADR) of what sums/issues remain in dispute.
- 4.9 **The Security Deposit** –
 - 4.9a **The agent** will in the event that a dispute has not been resolved within

twenty days of the expiry of the tenancy, refer the dispute to the Administrator of the Deposit Protection Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme.

- 4.9b **The Landlord** agrees to provide such co – operation as is reasonably required to assist in such a referral and determination of any dispute. This obligation does not in any way limit the Landlord's right to make an application to the County Court where appropriate.
- 4.10 **The Landlord** agrees that except with the consent of the Landlord's tenant or where there has been a determination made by the relevant Deposit Protection Scheme or by a Court of Law notwithstanding the terms of the Tenancy agreement no deductions will be made from the deposit and that they will not be entitled to claim interest thereon.
- 4.11 **The landlord** - Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made against the agency concerning the landlord or landlord's property.
- 4.12 **The landlord** - Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to you and/or nominated bank or building society of the monthly rent.
- 4.13 **The agency** - Accepts no liability for any damage or theft at the property whilst vacant or between any lettings. The agency recommends that the landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. No property management service or agency service is offered during this period.
- 4.14 **Resident outside the UK** - Under the Taxes Management Act 1970 Section 78 and 83 - Where the Landlord resides abroad (outside England or Wales) and is not registered for 'Self -assessment' then tax will be deducted and forwarded to Her Majesty's Revenue and Customs unless the agency has authority from Her Majesty's Revenue and Customs to pay monies direct to the Landlord without deduction of tax. The Landlord must seek to register for "self-assessed" for rental if living abroad and becoming a non-resident Landlord.

5. Services and Agency fees:

5.1 Tenant Finder's Fee

A charge of £450 + VAT (£90) = £540 payable at the commencement of the tenancy to be deducted from monies collected from the tenant.

5.5 Management

A charge of 8% + VAT = 9.6% of monthly rent + VAT (in addition to our Tenant Finder's Fee) of the gross monthly rent, payable monthly in advance and deducted by us as agent from the rent collected.

- 5.6 **Short Term Let** – (Tenancy less than six months) 20% plus VAT of the gross rent for the period of the agreed tenancy payable at the commencement of the tenancy.
- 5.7 **Renewal of Tenancy or Extensions** is subject to an administration charge of £180 including VAT for a new AST. Should a tenant, with your consent, hold over rather than enter into a new AST (and therefore becomes a periodic tenancy) a negotiating fee of £90 including VAT will apply.
- 5.8 A free company "To Let" board will automatically be erected at the property once instructions to let have been received. This will be replaced with a "Let by" board when the property has been let. Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

Note: All fees are subject to VAT at the current rate, including fees for the creation of second and subsequent Tenancies are as previously stated above.

6. Additional Charges Payable to Fisks.

- 6.1 The cost and quotation for the preparation of an Inventory, schedule of condition check-in is as listed below:

INVENTORY (all prices include VAT)

Studio	£110	<input type="checkbox"/>
1 bedroom	£120	<input type="checkbox"/>
2 bedroom	£132	<input type="checkbox"/>
3 bedroom	£151	<input type="checkbox"/>
4 bedroom	£171	<input type="checkbox"/>
5 bedrooms and above	£192	<input type="checkbox"/>

- 6.2 In the event that the Landlord has not provided a valid Gas Safety Certificate and Energy Performance Certificate, Fisks Ltd will arrange this at cost to the Landlord.
- 6.3 Additional property visits during a tenancy at the Landlord's specific request outside of our professional obligations under our terms of business are charged at £90 including VAT per visit. This clause does not apply to landlords who have selected our Management Plus Service.
- 6.4 For vacant properties or empty periods between let's and when Tenants have vacated the property and the property remains empty. The agency does not offer a management service or takes any responsibility for any damage, injury or liability that may arise at the property during this period.

- 6.5 Work connected to court or tribunal proceedings will be charged, if not otherwise agreed, at £75 an hour including VAT. This rate will also apply to attendance at hearings.
- 6.6 We reserve the right to receive a marketing fee from any third party contractors.
- 6.7 Commissions on the sale of property. Commission at 1% + VAT of the Sale Price will be due to Fisks Ltd in the event that the Tenant introduced to the Landlord by Fisks or any person connected to the Tenant introduced by Fisks completes on the purchase of the property or Leasehold interest from you.
- 6.8 Clause 5.2 refers to our management fees. Every effort will be taken to ensure that arrears of rent do not occur. Should arrears become substantial we will discuss with you additional measures to recover these sums at no additional cost to you. This service will require an additional percentage of monies recovered to be agreed with you depending upon the circumstances of the case.

7 Termination of this Agreement

- 7.1 Fisks - Reserves the right to give one month's notice in writing to the landlord to terminate this agreement stating the reason for doing so.
- 7.2 Landlord – May give two months' notice to terminate this Agreement, to be served in writing following the 10th month of the original Tenancy. For the avoidance of doubt, this Agreement is for a minimum of 6 months.