

TERMS & CONDITIONS OF LET-ONLY PROPERTY



Fisk Ltd
146 London Road
Benfleet
Essex
SS7 5SQ

Management Department:
01268 638425

Letting Enquiries:
01268 565555
benfleet@fisks.co.uk

Canvey Island:
01268 510510
canvey@fisks.co.uk



"Integrity Professionalism, Quality & Service"



TERMS AND CONDITIONS

Landlord's Name/s:

Landlord's Address:

Property to Let Address:

Telephone. Nos. Home:

Mobile:

Work :

E-mail:

The Landlord(s) (and their successor in title) appoints this agency to let and / or manage their property, to act on their behalf, at the landlord's expense and authorises the agency to advertise and arrange for prospective tenants to view the property subject to the terms and conditions set out below.

We are pleased to receive your instructions to offer the above-mentioned property for renting on the following basis: -

We will be allowed to advertise the property on a Sole/Multi agency basis (delete as appropriate)

Please indicate which service you require by ticking the box. Please read this contract before signing, where the word 'agent', 'agency' or 'we' is used it refers to Fisks Ltd

Definitions of Words and Phrases Used in this Agreement

"The Landlord(s)"	means an individual or company who lets property.
"The Agent"	means an individual or company who lets or manages property on behalf of its owner.
"The Tenant"	means an individual or company who holds or possesses property for a time in return for the payment of rent.
"The Property"	will include any or all of the Property / Premises that the tenant is entitled to use within this agreement, and any items specified in the attached inventory (if any) and any other fixtures, furniture and effect belonging to the Landlords and the boundaries of the Property.
"The Fixtures and Fittings"	include reference to any of the Fixtures, Fittings Furnishings or Effects, floor, ceiling and wall coverings.
"The Term" or "The Tenancy"	includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term.
"The Security Deposit"	means any sum collected from the Tenant at the start of the Tenancy, as prescribed in the Tenancy Agreement and held by the Member on behalf of the Tenant as security against performance of obligations under the Tenancy agreement; any damage to the property etc.; and / or non-payment of rent during the tenancy period.
"The ICE"	means the Independent Case Examiner.
References to the male gender	will include the female gender.

1. **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.

6. Landlord's Bank Details

Account Name : _____

Sort Code : _____ ;

Account Number : _____

Bank Name : _____

Bank Address : _____

Note: if you are an overseas landlord, then please provide the following:

Swift Code : _____ ;

IBAN Number : _____

7. Landlord Questionnaire (required for each property, provided by the landlord)

7.1 **Borough Registered Under For Council Tax:**

.....

7.2 **Gas Supplier:**

.....

Phone Number:.....

Meter Serial Number:.....

Meter location:.....

Quarterly or key/card:.....

7.3 **Electricity Supplier:**

.....

Phone Number:.....

Meter Serial Number:.....

Meter location:.....

Quarterly or key/card:.....

7.4 **Water Supplier (waste and fresh):**

Waste:.....

Fresh:.....

Phone Numbers:.....

Is there a water meter ? Yes/No.....

If so, location:.....

7.5 **Type of Heating: Gas or Electric** (delete as appropriate)
 Radiators/Wall heaters (delete as appropriate)
 Type of Boiler: Gas or water cistern (delete as appropriate)
 Location:.....
 Any extended warranties:.....
 Warrantee number:.....

7.6 **Stop Cock Location:**
 Internal:..... External:.....

7.7 **Preferred Contractors:**
 Name:..... Phone:..... Type:.....
 Name:..... Phone:..... Type:.....
 Name:..... Phone:..... Type:.....

7.8 **Guarantees and Warrantees**
 Please list any existing warranties and guarantees relating to goods left in the property that you would want us to refer to in event of fault to said goods.

7.9 **Building Insurance Details:**
 Name of insurer:.....
 Policy No:.....

8. Declaration:

- 8.1 I/We the Landlord(s) or authorised representative(s) warrant that I/we have title and power to enter into a Tenancy Agreement and that all necessary licenses and consents (if any) have been obtained.
- 8.2 I/We hereby authorise the under mentioned agency company to act on my / our behalf in the letting of the property (address as above), during the letting period and to sign any Tenancy Agreements where required.
- 8.3 I/We have read, understand the above terms and conditions and agree that they will apply for the letting of the above named property for let and to enter into a Tenancy Agreement.
- 8.4 I/We agree to pay to the agency company all fees due in respect of the Tenancy or related fees as detailed above and to pay such fees in respect of the full period for which any Tenant introduced by the agency occupies the property whether or not the company is instructed in connection with the letting.
- 8.5 I/We understand that the fees must be paid direct by me/us to the company or will be deducted by the Agency Company from the gross monies taken from the Tenant.
- 8.6 Customer Cancellation Rights: I/We understand that I/we have the right to cancel this contract within fourteen days of the date of the contract. If I/we wish to cancel the contract I/we **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this notice to the Agent Address below.

The signing of this agreement means that the property will have vacant possession and will be available to let upon the agent finding a Tenant(s). **DO NOT SIGN THIS UNLESS YOU AGREE TO ALL OF THE TERMS ABOVE.**

LANDLORD'S FULL NAME:

LANDLORD'S SIGNATURE:

DATE:

AGENT NAME:

AGENTS ADDRESS: Fisks Ltd 146a London Road Benfleet Essex SS7 5SQ

AGENT SIGNATURE:

DATE: