

# TERMS & CONDITIONS OF LETTINGS & MANAGED PROPERTY



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“Integrity Professionalism, Quality & Service”



## TERMS AND CONDITIONS

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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  agency basis

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

### 5.2 Management

A charge of **8% + VAT = 9.6% of monthly rent + VAT** plus 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.

5.3 **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.

5.4 **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.

- 5.5 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.

## 8. 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 : \_\_\_\_\_

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

9.1 **Borough Registered Under For Council Tax:**  
.....

9.2 **Gas Supplier:**  
.....  
Phone Number:.....  
Meter Serial Number:.....  
Meter location:.....  
  
Quarterly or key/card:.....

9.3 **Electricity Supplier:**  
.....  
Phone Number:.....  
Meter Serial Number:.....  
Meter location:.....  
Quarterly or key/card:.....

9.4 **Water Supplier (waste and fresh):**  
Waste:.....  
Fresh:.....  
Phone Numbers:.....  
Is there a water meter ? Yes/No.....  
If so, location:.....

9.5 **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:.....  
Warranty number:.....

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

**9.7 Preferred Contractors:**

Name:.....

Phone:..... Type:.....

Name:.....

Phone:..... Type:.....

Name:.....

Phone:..... Type:.....

**9.8 Guarantees and Warrantees**

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

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**9.9 Building Insurance Details:**

Name of insurer:.....

Policy No:.....

**10. Declaration:**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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: .....

## Local Authority Consent Declaration Form

I, the Landlord, confirm that I give Fisks Ltd consent to liaise with the Local Authority and the Statutory Utility Providers on my behalf as my managing agent.

Property: \_\_\_\_\_  
\_\_\_\_\_

### Signed by the Landlord:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Managing Agent Details:

Address: 146 London Road, Benfleet, Essex SS7 5SQ

Contact: Stacey Moore (Property Manager)

Telephone: 01268 638425

### Fisks

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