

Fisks



TERMS & CONDITIONS OF LETTINGS & MANAGEMENT

Fisks
146a London Road
Benfleet
Essex
SS7 5SQ

London Area:
Letting Enquiries: 0207 517 8810
docklands@fisks.co.uk

Management: 0207 517 8811
docklandsletting@fisks.co.uk

Fax: 207 517 7902

Essex Area:
Letting Enquiries: 01268 565555
benfleet@fisks.co.uk
01268 510510
canvey@fisks.co.uk

Management: 01268 638425

Fax: 01268 758921



"Integrity Professionalism, Quality & Service"





TERMS AND CONDITIONS

Landlord's Name/s:

Landlord's Address:

Property to Let Address:

Telephone No's. (H):
Fax:

(M):
E-mail:

(W):

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 condition 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 (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 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. |



Please read the important information about our fees found in section 5 before indicating which service you require by ticking the box.

1. Letting Only 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.
- 1.7 Collect a minimum of one months 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 21 (1) (b) 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.



1. Letting Only Service Continued

- 1.9 The Landlord agrees they have instructed the Agent not to register the deposit and the Agent has no liability for any loss suffered by the Landlord failing to comply with the Tenancy Deposit Laws.
- 1.10 Arrange the preparation of an Inventory and Schedule of Condition. At additional cost see appendix 1.
- 1.11 Ensure that a Gas Safety Certificate has been provided to the Tenant prior to the commencement of the Tenancy.
- 1.12 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 *(please tick if applicable)*

In addition to providing the services listed under our Letting Only Service above, we will also undertake the following:

- 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.
- 2.4 Transfer the council tax and utility accounts to the new Tenant's names.
- 2.5 Arrange by telephone for appropriate tradesmen to effect necessary repairs and decoration to a maximum cost of £300 for repairs. In excess of this amount, we will obtain your approval first except in cases of emergency. A float of £200 will be held to cover unexpected costs incurred before the rent due date.

2 Management Continued

- 2.6 In an emergency (for example a leak causing damage to the property) when the Landlord is not contactable we will instruct the contractor to take steps to avoid further damage.
- 2.7 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.
- 2.8 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 cheque or to your nominated Bank/Building Society account as per any pre-arrangements made.
- 2.9 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.
- 2.10 Allowing time for cheque clearance, we will normally account to you within five working days from the rent receipt date.
- 2.11 If requested by the Landlord we will protect the security deposit in accordance with Housing Act 2004 we will register the deposit with the 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).
- 2.12 Prepare a schedule of dilapidations (damages) for the Landlord on expiry of the Tenancy.
- 2.13 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 Management Continued

- 2.14 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. 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.
- 2.15 Ensure that the relevant section 21 notices have been served after the deposit has been protected.



3. Management Plus *(please tick if applicable)*

In addition to the Letting Only Service and Management Service summarised above, we will also:

- 3.1 By pre-arrangement provide two inspection visits per annum 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 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 first hand 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 on behalf on the Landlord for the Landlord to provide to their 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. Management Plus - Continued

- 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 (a pre negotiated additional fee will apply.)

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 Fisk Docklands 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 Landlords right to make an application to the County Court where appropriate.
- 4.10 **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.
- 4.11 **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.
- 4.12 **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.

- 4.13 **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.
- 4.14 **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.
- 4.15 **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.
- 4.16 **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.