



30 Homesdale Road
Bromley
BR2 9LD
0208 249 2902

office@homesdaleproperty.co.uk
www.homesdaleproperty.co.uk

AGREEMENT:

LETTING AND MANAGEMENT

This Agreement is made between the Owner/s of the property as named at the end of this Agreement, hereinafter called "The Owner", and the Agency named above acting as Agent for the Owner, and hereinafter called "The Agent".

A. THE SERVICE

- 1) Providing a rental valuation of the property, and offering advice as required.
- 2) Advertising as necessary, selecting tenants, arranging/carrying out viewings, obtaining references, dealing with negotiations.
- 3) Preparing and signing as Agent for The Owner a suitable tenancy agreement in accordance with current law.
- 4) Preparing an inventory and schedule of condition.
- 5) Provide "how to Rent" booklet for renting in England.
- 6) Collecting, holding and protecting, as stakeholder a security deposit usually equivalent to six weeks rent.
- 7) Receiving ongoing rental payments, preparing and forwarding to The Owner and/or their accountant financial statements on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received.
- 8) Making payment of certain regular outgoings provided The Agent has agreed to do so separately in writing and that sufficient funds are held in credit by virtue of paragraph 7 above.
- 9) Advising that all relevant legislation and regulatory requirements for safety are kept and adhered to. These include annual gas safety checks, annual emergency light test, annual smoke alarm test and five year electrical tests. The Owner being responsible for all costs involved.
- 10) Inspecting the property periodically to ensure compliance with the terms of the tenancy agreement.
- 11) Arranging any repairs, maintenance or replacements to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary. Notifying the owner in the first instance who will be responsible for paying for such work or replacement. This relates to full management of property only.

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- 12) The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
- 13) Liaising with the tenant on a routine basis, arranging renewals of the agreement or check-outs, re-advertising and re-letting to new tenants as appropriate.

B. NOTES AND GENERAL TERMS

- 1) If a mortgage exists on the property, The Owner must obtain the lender's consent to let.
- 2) If The Owner is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let.
- 3) The Owner must ensure that adequate cover exists under both building and contents insurance, and must inform the insurers that the property is to be let.
- 4) The Landlord is responsible for ensuring a valid Energy Performance Certificate is available to all prospective tenants. This certificate is valid for ten years.
- 5) The Agent's Service does not include supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting.
- 6) The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.
- 7) It is hereby agreed that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.
- 8) The Agent will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.
- 9) Where The Owner is resident in the UK income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received and forward the same to the Inland Revenue.
- 10) Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.
- 11) This Agreement will remain in force until terminated by service of three months' notice by one party on the other provided that The Agent may terminate his Agreement forthwith and without service of notice in the event of any action or omission by The Owner or The Owner's representative which frustrates the continued performance of The Agent's Service hereunder.
- 12) Deposits shall be held by Homesdale Property Ltd with a government authorised tenancy scheme "Tenancy Deposit Solutions Limited" trading as my deposits.
- 13)

C. FEES

(a) Letting Fee equivalent to ___N/A___

(b) Management Commission equivalent to _8_% of rental received

The Letting Fee will be payable for each agreement granted to new tenants. An administration Fee of £_N/A_ will be payable on the occasion of each renewal of an existing agreement.

I/we* confirm that I/we* have read this Agreement and wish to appoint The Agent to act on my/our* behalf in accordance with the Service, Notes & General Terms and Fees as herein laid out. I/we* further confirm that I am/we are* the sole owner/joint owners* of the property.

Full address of property/s to be Let and Managed:

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Signed:

Print Name/s: Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Signed by or on behalf of Agent: Date:

NOTICE OF RIGHT TO CANCEL

The consumer has a right to cancel the contract and this right can be exercised by delivering, or sending (including by email) to the above named person within 14 days starting with the day of receipt of notice in writing of the right to cancel the contract.