

LETTING AND MANAGEMENT AGREEMENT FOR FURNISHED OR UNFURNISHED ACCOMMODATION

1.0 LANDLORD OBLIGATIONS:

1.1 Sub-letting and renting a leasehold property

If you are a tenant or lessee you must make certain:

- That the intended letting is permitted by your lease
- That the tenancy is for a period expiring prior to the termination of your lease
- That your superior landlord's written permission has been obtained for the sub-letting.

1.2 Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to sub-let the property. By signing these terms you are confirming that you have your mortgage provider's permission to let the property.

1.3 Maintenance of services

To ensure that the essential services are in sound condition at tenancy commencement and are so maintained throughout the tenancy and that all appliances are in safe and working order (see also 5.13 *Electrical and Gas Appliance Regulations*). Should you fail to meet this obligation we reserve the right to instruct contractors and to deduct any costs incurred from future rent collected.

SERVICES AND FEES

The services available (if required by you) are:

2.0 LETTING ONLY

Appraising marketing and advertising the property as appropriate

Showing prospective tenants around the property and negotiating lease terms

Taking up references but not including any charges for company investigations. We can give no warranties to the suitability of a prospective tenant.

Collection of the first payment of rent and holding of the deposit payable by the tenant against damages. The deposit being held by Williams Letting, and released only when landlord and tenant advise us agreement has been reached.

Drawing up of tenancy agreement as negotiated. We will use the Letting Centre standard form of Tenancy Agreement in respect of all lettings

Producing the inventory

Arranging check-in at the start of the tenancy to agree the inventory document

Conducting the check-out at the end of the agreement to agree any charges

We shall retain £300.00 which will be held on deposit to create a fund ("the Repair Fund"). This is to be held for any emergency maintenance that you ask us to arrange during the course of the tenancy. Without this fund we are unable to assist in the event of any emergency. This payment is refunded to the Landlord in full at the end of the tenancy, less any deductions for emergency maintenance or other expenses as agreed with the landlord. We will not be able to arrange for any works without first holding cleared funds sufficient to meet the liability.

2.1 LETTING ONLY FEES

The equivalent to one month rental is payable at commencement of the original tenancy. This payment includes Williams Lettings' tenancy agreement, inventory, check-in, check-out and VAT

£188.00 is payable on each subsequent renewal by the original tenants, whether negotiated by us or not. This includes the cost for the new agreement, serving legal notices, conducting a pre-renewal inspection, registering the deposit for a further term and VAT.

3.0 RENT COLLECTION

As above (2.0) plus supervising the collection of rental from the tenant and remitting funds to your account after deduction of our commission, any tax or other payments due

Preparation and submission of monthly rent statements

3.1 RENT COLLECTION FEES

6% plus VAT of the gross rent payable under the terms of the tenancy agreement to be deducted from the rent collected plus the letting only fee as above.

4.0 FULL MANAGEMENT

4.0.1 Outgoings

We pay current outgoings such as rent, water (if applicable) insurance premiums and any service charge or maintenance charges or similar contribution to shared expenses as instructed by you. It must be understood that we are entitled to accept and pay without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the adequacy of any insurance cover or for the verification of service/maintenance charge demands or estimates where applicable. A handling charge is payable of 10% of the total invoice paid for you.

4.0.2 Repairs and Replacements

We shall deal with the day to day management matters, including minor repairs. Except in emergency, wherever practical, estimates are obtained for your approval in respect of works of redecoration, renewal or repair, likely to cost in excess of £500. A handling charge of 10% will be made for payment of invoices to contractors.

4.0.3 Inspection and Defects

Our management will include quarterly inspections and investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the tenant. It should be appreciated that any inspection can extend only to apparent and obvious defects and would not amount in any way to a structural survey of the property. We cannot accept responsibility for hidden or latent defects. Any extra visits as necessary or as requested by you, will be made at a charge of £60.00 inc VAT per visit.

4.0.4 Tenancy Changes

In the event of there being a change of tenancy during our management, we deal with the preparation of the property for the new tenant, subject to being in funds to do so. This will include assessing any damage or dilapidation charges at the end of the tenancy and arranging any works attributable to the tenant and chargeable to their deposit

4.0.5 Terms of Management Appointment

Except in cases where you intend to re-occupy the accommodation and where special arrangements are made, our appointment is subject to three months notice to terminate on either side to coincide with the end of any tenancy. Unless otherwise instructed in writing, Williams Letting will automatically re-let the property as appropriate. We expect to be placed in sufficient funds at the commencement and if necessary, during the term of the management, to enable us to meet all expenditure prior to the next rent collection.

The landlord agrees that he appoints us or our assignees as his agent in connection with the agent's functions under this agreement and the tenancy agreement to be entered into, and authorises us (without obligation to do so) to enter the premises and take all reasonable steps with regard to our appointment as agent.

4.0.6 Credit referencing and right to rent

Upon finding of a tenant we will begin searches to include a full credit reference check and right to rent documentation. The cost for this being £60.00 including VAT per applicant. The same cost will apply where a guarantor is required for the tenancy.

4.1 FULL MANAGEMENT FEES

Our full management commission is charged at 8% of the gross rent payable under the terms of the tenancy agreement. If the tenancy is renewed or extended beyond the initially agreed period whether negotiated by us or not or if any option to renew is exercised our commission will be charged at the same rate for the further agreed period or periods.

- The fees are due and payable even if the landlord dispenses with the services of the agent or their assignees during the tenancy period
- The agent or their assignees reserve the right to retain any interest or commission obtained while carrying out duties on behalf of the landlord.
- Williams Letting reserves the right to review any of its charges and landlords will be given one month's notice in writing of any changes.

4.1.1 Inventories

Inventories will be prepared by us for the sum of £225.00 including VAT. Check in costs will be £60.00 including VAT and the check out cost upon expiry of tenancy will be £225.00 including VAT.

4.1.2 Unfurnished/furnished Tenancy Agreement and Charges

We will use the Letting Centre standard form of tenancy agreement in respect of all lettings. Our charge to the landlord for this form of agreement being £120.00 including VAT. On renewal of the tenancy agreement the charge for the preparation of the agreement, re-serving notices and assessing rent level will be £120.00 including VAT

5.0 GENERAL

5.1 The unfurnished/furnished rent

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf must be inclusive of all outgoing for which you are responsible (ie ground rent, service charges etc) with the exception of gas, electricity, council tax, water, the telephone services, internet, TV licensing and fuel oil where there is an independent oil fire heating system.

5.2 Rent Remittances

Present banking arrangements are such that it is necessary for us to allow a minimum of fourteen working days for rent cheques to be cleared before transferring monies to clients' accounts. No rent will be payable to you until we hold cleared funds from the tenant. Payments are processed to landlords by Williams Letting on the 25th of each month, cleared in account by the last day of each month.

5.3 Insurance

It is the Landlord's responsibility to ensure that the property and contents are adequately insured and that you have informed your insurance company of your intention to let the property, as many household policies do not cover lettings.

5.4 Furnishing/Refurbishment

At your request we can deal with either partial or total furnishing/refurbishment of properties. If we undertake to supervise this work on your behalf, a fee of 10% of the total cost of the works will be charged by us. This percentage is negotiable for larger projects costing in excess of £2000.

5.5 Cleaning

We recommend that all properties are professionally cleaned before letting. Prices are available on application. If the property is found to not be suitably clean 24 hours before a tenancy is due to commence Williams Letting reserve the right to instruct cleaners to attend at the landlords' expense.

5.6 Deposit registration

All deposits collected by us will be held by ourselves as stakeholder throughout the tenancy and registered at the cost of £36.00 including VAT per tenancy. The landlord and the tenant must endeavour to notify us if there is a dispute over the deposit, as soon as possible, and within 28 days of the lawful end of the tenancy and the vacation of the property. This should be given in writing. The Independent Case Examiner (ICE) reserves the right to decline to consider disputes which have arisen outside this timescale.

If, after 10 working days following notification of a dispute and reasonable attempts in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will, subject to the statutory rights of either landlord or tenant to take legal action against the other remaining unaffected, be submitted to the ICE of the TDS for expert, impartial and third party adjudication. The landlord and the tenant agree to co-operate with his investigation.

Where the sum in dispute is over £5000 the landlord and the tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration fee of £235 shared equally between the landlord and the tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

There are not any costs for the actual adjudication process although any dispute that is submitted for arbitration will incur an administrative charge of £235 shared equally between the landlord and the tenant, or such sum as may from time to time be determined by the ICE. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

5.7 Housing Benefit

Where rental has been paid to us direct by housing benefit the landlord is responsible for reimbursing us for any clawbacks arising from any overpayments made.

5.8 Instructions to Solicitors

The landlord will be informed of any rent arrears or breaches of covenant brought to our attention. However, if it is necessary for a solicitor to take action, you will be responsible for instructing your own lawyer and for all fees involved, unless you instruct us to deal with this on your behalf and sufficient funds are made available to us to cover such costs payable at the time of instructing us.

5.9 The term "landlord"

It is agreed that where the landlord is comprised of two or more persons, any agreement made shall be deemed to be made jointly and severally.

5.10 Taxation

Where the landlord of the property resides abroad, the commissioners for the Inland Revenue will hold us, as your agents, responsible for payment of any tax liability which arises on rents collected by us on your behalf, unless you have obtained an exemption certificate (each joint landlord requires a separate certificate). If you do not hold a certificate and you are resident abroad, it will be necessary for us to deduct income tax and pay the inspector of taxes on a quarterly basis. Similarly, if you at present live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country unless you obtain the exemption certificate.

The eventual liability for tax may be considerably less than the amount we have retained and paid to the Inland Revenue and we suggest that you employ accountants or other tax advisers to complete tax forms to obtain an exemption certificate for both yourself and your spouse (if relevant) and to agree your assessment each year with the inspector of taxes. If you do not appoint a tax adviser to act on your behalf, we reserve the right to do so and to deduct the fees from your rent.

If you as landlord are resident in the UK you should declare your residential lettings income to the Inland Revenue annually, as it is assessable for income tax, and from time to time it is necessary for Williams Letting to advise them of rental income credited to our clients.

5.11 Indemnities

The landlord agrees to indemnify us as agents against any reasonable costs, expenses or liabilities incurred or imposed on us provided that they were reasonably incurred on his behalf in pursuit of our normal duties.

5.12 Fire Regulations

Under the Fire and Furnishings (Safety)(Amendment) Regulations 1993 the landlord has an obligation to ensure that all furniture in properties being rented and any new or additional furniture being put into a property already rented out, must comply with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the fire regulations, the landlord authorises Williams Letting as agents to replace the items before any tenancy commences and dispose of those items. Instructions to let a property available for rental will only be accepted if all furniture complies with the regulations. Failure to comply can result in prosecution and even imprisonment.

5.13 Electric and Gas Appliances Regulations

Under the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1994 and 1996, all low voltage electric appliances and all gas appliances must be checked by professional tradesman and all items marked with the date and time of testing to comply with government regulations. The landlord agrees that details of these Regulations have been supplied to him. Unless the landlord provides to the agent current gas and electrical safety reports prior to tenancy commencement, safety checking will be arranged by the agent at the landlord's expense prior to the rental of the property and thereafter as required where we manage the property or prior to us re-letting the property where we are not instructed as managing agents. Failure to comply with the regulations can result in prosecution.

5.14 Flag Board

The landlord agrees that the agent can place a TO LET or LET BY board as appropriate at their own expense outside the property provided this complies with the local authority regulations.

5.15 Value Added Tax

Value added tax will be chargeable on all commission at the prevailing rate. This rate may change from time to time and the total cost will change accordingly.

5.16 Agreement

As agent of the landlord we will legally bind our principal, which is the landlord, by signing the tenancy agreement on his behalf, following approval of any negotiated terms.

5.17 Change of Ownership

If the property is sold by you it is your responsibility to notify the tenant of change of ownership before date of completion.

5.18 Garden Maintenance

The landlord agrees that garden maintenance will commence (with the exception of course of any properties where adequate gardening equipment is supplied and the tenancy agreement provides for tenants to maintain the garden themselves), from the commencement of the let. Williams Letting will deduct the cost of this from the rental income.

5.19 Gas & Electricity supply

The landlord agrees that all accounts for gas and electricity will be transferred to the tenant(s) name for the duration of the tenancy

5.20 Void Periods

Our letting or management function does not include the supervision of the property when it is not let, although in the normal course of letting, periodic visits may be made to accommodation by our lettings staff. It also does not include any period before the property is let. However, if you wish to instruct us to manage your property during a void period, we will gladly do so at a charge of £60 including VAT per week. We will also require to be put in funds of any amount to be agreed between us to enable us to deal with any contingencies in these circumstances

5.21 Termination

Either party has the right to terminate this agreement in writing:

- * At any time before a tenancy agreement is signed
- * Upon the tenant's vacation;
- * Or if the other party breaks any important term or condition of this agreement during a tenancy where monetary compensation is wholly inadequate.
- * On the sale of the property

You may withdraw your instructions to us to manage the premises under section 4, upon giving us three months written notice to coincide with the end of an agreement.

We may terminate our retainer immediately if you are in major breach of any Terms contained in this agreement or in the event that you do or do not do something which makes it impossible, impracticable or illegal to continue providing these services.

We reserve the right to assign our rights and or obligations under this agreement upon giving you 3 months written notice.

6.0 MONEY LAUNDERING REGULATIONS

We need to see and may need to take copies of two documents before we can accept you as a Landlord or Tenant: We are required by law to take a copy of I.D including your full legal name. Acceptable forms of I.D include current passport, driving license with photo or birth certificate. We also are required to confirm your current registered address. Proof of this can include: Mortgage statement, council tax bill, utility bill or landline telephone bill.

These documents confirm who you are and your permanent address. The law now specifically requires us to verify your identity. We have to meet the requirements of the Money Laundering Regulations 2003, Proceeds of Crime Act 2002 and Terrorism Act 2000. The details you supply us will be kept on file for a minimum of six years.

ACCEPTANCE OF TERMS AND CONDITIONS

Landlord(s) name: _____

Address: _____

Telephone: Home: Office: Mobile: SKYPE: E-Mail:

NI number of Property Owner: _____ Date of birth ____/____/____

Address of Property to be let: _____

parking space/garage number: _____

Date property available from: _____ Starting advertised rent:£ _____ pcm

Location of meters: Gas: _____ Electric: _____ Water: _____

I/We confirm that will hand to Williams Letting, proof of adequate insurance cover for the property and that the insurers know the property is let and that any lender or other interested party knows that the property is let.

OWNERSHIP

*I/We the above named confirm that *I/We are the *sole/joint owner(s) of the above property to be let

ACCEPTANCE

*I/We confirm that we have read, understood and agree to the Terms and Conditions and wish Williams Letting to proceed with the following services as described in these conditions at the stated fees

- Full management at 8% plus VAT. In addition, the inventory, tenancy agreement, credit referencing and registration of deposit as detailed under sections 4 of this agreement
Let only at equivalent to one month rental inclusive as detailed under sections 2.0 and 2.1 of this agreement.
Rent Collection at 6% plus VAT in addition the let only fee as above
Landlords Gas Safety Checking and issue of Certificate from £120.00 including VAT
Electrical Safety Checking (PAT test & periodic inspection certificate) from £240.00 including VAT
Energy Performance Certificate £88.12 including VAT
Key cutting from £5.00 including VAT
Other - please specify

Signed: _____

Date: _____

Value added tax will be chargeable on all commission and fixed fees at the prevailing rate. This rate may change from time to time and the total cost will change accordingly.

BANK/BUILDING SOCIETY DETAILS FOR DIRECT RENT PAYMENT:

Name of bank : _____

Branch Address: _____

Account Name: _____

Sort Code: ____ -- ____ Account Number _____

TO BE COMPLETED BY WILLIAMS LETTING STAFF ONLY:

Current full signed Passport, Resident permit or Driving license with photograph.

No: _____ Issuing Authority _____

Expires _____ Country of Origin _____

Mortgage statement, Council Tax bill, Utility Bill or Landline Telephone Bill

Ref/Account Number _____ Date on paper work _____

Lender or local authority _____

* I, _____
* of Williams Letting have verified the identity of this person.
* I have seen the original documents and checked that the photo is a good likeness of the above named person
*
*
*
* SIGNED _____