

RESIDENTIAL LETTINGS

TERMS OF ENGAGEMENT

FOR ACTING AS

MANAGING/LETTING AGENTS

THE FOLLOWING TERMS AND CONDITIONS SET OUT THE AGREEMENT BETWEEN YOU THE LANDLORD AND DANIEL & HIRST AS MANAGING/LETTING AGENTS.

1. TO ACT AS MANAGING AGENT

The service offered will include the following:-

- a) Carry out inspection of property and prepare rental valuation.
- b) Preparation of particulars to be available in our office and advertise on our website, Rightmove and Onthemarket.com
- c) Accompany prospective tenants to view the property.
- d) Select suitable tenants from applications
- e) Obtain references.
- f) Prepare and check inventories at both the beginning and end of each tenancy.
- g) Prepare shorthold tenancy Agreements.
- h) Inform gas, electricity, water board and local councils of tenancy.
- i) Collect one month's rent in advance together with the agreed bond and to register the bond with either the Custodial Scheme or one of the Insured Schemes as required by Tenancy Deposit Protection Law.
- k) Collect, in advance, monthly rent and account to the landlord.
- l) Prepare monthly statements.
- m) Instruct Gas Safe Registered Engineer to carry out annual gas safety inspection.
- n) Instruct NICEIC qualified Electrician to carry out annual safety checks on electrical appliances and 5 yearly wiring reports.
- o) Instruct necessary repairs or renewals up to a value of £100.00 plus VAT (£120.00). Over this amount landlords instructions to be taken.

CHARGES FOR ACTING AS MANAGING AGENT

- a) Carry out a Leaseguard Comprehensive Tenant Assessment check of £75.00 plus VAT (£90.00).
- b) Commission is payable at 10% of the rent collected plus VAT, e.g. if the rent is £500.00 per calendar month, the monthly charge will be £50.00 plus VAT (£60.00) per calendar month.
- c) A letting fee of £225.00 plus VAT (£270.00).
- d) The cost of the To Let signboard £25.00 plus VAT (£30.00).
- e) If the tenant signs a new agreement after 6 months for a further fixed period then our commission will be £100.00 plus VAT (£120.00).
- f) If you require periodic inspections of the property whilst tenanted or vacant, these will be charged at £50.00 plus VAT (£60.00) per visit.

2. TO ACT AS LETTING AGENT ONLY

The service offered will include the following:

- a) Carry out inspection of property and prepare rental valuation.
- b) Preparation of particulars to be available in our office and advertise on our website, Rightmove and Onthemarket.com.
- c) Accompany prospective tenants to view the property.
- d) Select suitable tenants from applications
- e) Obtain references.
- f) Prepare an inventory and check at the beginning of the tenancy with the tenant.
- g) Prepare Agreements.
- h) Collect one months rent in advance and the bond, from the tenant and register the Bond with the Custodial Scheme as required by Tenancy Deposit Protection Law.
- i) Inform gas, electric, water board and local council of commencement of tenancy.

CHARGES FOR ACTING AS LETTING AGENT

- a) Carry out a Leaseguard Comprehensive Tenant Assessment check £75.00 plus VAT (£90.00).
- b) A fixed fee of £400.00 plus VAT (£480.00).
- c) If the tenant signs a new agreement after 6 months for a further fixed period then our commission will be £100.00 plus VAT (£120.00).
- d) The cost of the To Let signboard £25.00 plus VAT (£30.00).

3. WITHDRAWALS

Should our instructions be terminated before a letting has been agreed, a fee of £75.00 plus VAT (£90.00) and a To Let board will be charged.

Once the property is let our appointment as your Managing Agent exists until terminated by either party. Three months' notice is required in writing by either party to terminate this Agreement.

4. PURCHASE BY A PARTY INTRODUCED BY US

In the event of a party being introduced by us subsequently purchasing the property, whether before or after entering into the Tenancy Agreement, commission shall be payable to us on completion of the sale at a rate of 1% of the sale price plus VAT (1.2%) subject to a minimum fee of £1500.00 plus VAT (£1800.00). If we are negotiating a sale on your behalf to the tenant we will have a separate sales agreement.

5. TENANCY AGREEMENT

Unless we are instructed otherwise we will use our standard form of Shorthold Tenancy Agreement in respect of all furnished/unfurnished lettings. This will initially be for a period of 6 months.

If you require any special clauses to be inserted within the tenancy agreement then please provide these separately in writing.

6. VOID PERIODS

Our management service does not include the supervision of the property when it is empty although in the normal course of letting periodic visits may be made to the property by our

staff when showing prospective tenants around. However, if you wish us to manage the property during the void period we would be glad to do so at a charge of £50.00 plus VAT (£60.00) per month with a minimum payment of £50.00 plus VAT (£60.00).

7. INSTRUCTIONS TO SOLICITORS

You 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 solicitor and for all fees involved.

8. TAXATION

Where the Landlord of the furnished/unfurnished property resides abroad, the Commissioners for Inland Revenue will hold us, as your Agent, responsible for the payment of any tax liability, which arises on rents collected by us on your behalf unless you have obtained an exemption certificate. If you do not hold a certificate and you are resident abroad it will be necessary for us to deduct income tax at the rate of 22% of the gross rent less allowable expenses and to pay such sums over to the Inspector of Taxes on a quarterly basis. Similarly if you at present live within the U.K. but subsequently move abroad it would be necessary for us to commence this deduction from the time you leave the country unless you obtain an exemption certificate. We therefore strongly advise you to obtain such a certificate.

TERMS AND CONDITIONS

The following conditions form part of the agreement between Daniel & Hirst (The Agent) and (The Landlord). These are in conjunction with the information provided in this document.

Definitions:

“Landlord” means the person or persons named in this document as owners of the property to be let.

“Agent” means Daniel & Hirst, 110 Commercial Street, Brighouse, HD6 1AQ.

“Tenant” means the party named in the tenancy agreement.

“Property” means the dwelling noted as the address of the property to be let in these terms & conditions.

The Landlord Agrees and Confirms the following.

1. That he/she is the legal owner of the property or that he/she is authorized by the owner to enter into this agreement and is entitled to receive rental income.

2. That the agent is appointed as agent for the property.
3. That he/she gives the agent authority to act on his/her behalf and to do anything, which the landlord could do for himself and that, he/she will approve of everything done by the agent in good faith, except for negligent acts or omissions or breach of contract.
4. He/she will compensate and reimburse the agent for all costs and expenses, claims and liabilities incurred or imposed upon the agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
5. That the property is fit to be let, compliant with all statutory regulation, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
6. That the property is clean and will be clean prior to the letting, and the gardens neat and tidy for the season.
7. That the property and contents (if applicable) are adequately insured and that the insurance company is aware of and consent to the letting of the property.
8. Where the property is subject to a mortgage the landlord has, or will notify the lender for consent to let the property and will be happy to supply a copy of the consent in writing to the agent, prior to the letting.
9. If the property is Leasehold the landlord will obtain the necessary consent for letting, and supply the agent with the copy of the lease and the lessors consent prior to the letting.
10. That the agent may sign the tenancy agreement and relevant documentation for and on behalf of the landlord.
11. Where smoke or other fire safety equipment is fitted to the property the landlord will ensure it is safe, working and compliant immediately prior to the letting.

The Agent Confirms

1. Will not as part of the regular management of the property be responsible for the supervision or management of any major building works or refurbishment of the property, unless agreed between the Landlord and Agent in writing prior to commencement of the project and upon terms to be agreed.
2. Is not liable for any loss or damage arising from defective work, substandard repair or any other default by a contractor engaged by the agent, unless there has been any negligent act by the agent in relation to the selection or management of the contractor, or the repair work.
3. Is not responsible to supervise the property when it is not let.
4. May delegate any of the services to be provided to the Landlord such as inventory taking or referencing of prospective tenants where it does not adversely prejudice the Landlord by doing so.
5. Is not responsible for any latent defect in the property.
6. Will not be liable for any loss or damage suffered by the landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the agent.
7. Will not attend court or any tribunal in relation to the property as part of the regular management of the property unless agreed between the landlord and agent beforehand or unless as a matter of law the agent is required to attend.

8. Will notify the Landlord of any notices the agent receives in relation to the property.
9. Will prepare and serve any legal notices required relating to the letting subject to the level of the service requested.

Financial Matters

1. The Landlord will indemnify the agent for any claim, damage or liability suffered by the agent as a result of acting on the Landlords behalf unless this arises through the agent's negligence or breach of contract.
2. The landlord will pay the Agent's fees, commission and expenses appropriate to the level of service required by the Landlord as set out earlier in this agreement.
3. The Agent will pay for repairs out of the rent money held, and where the monies held are insufficient to cover the cost of repair the Landlord would pay the agent any shortfall upon demand or pay the invoices in full direct to the contractor.
4. The agent will negotiate the level of rent to be charged in consultation with the Landlord and will review any increase in the rent from time to time as the tenancy agreement, law and rental market permits.
5. The agent shall be entitled to retain interest earned on any money held on the Landlords behalf and any commission or referral fees earned whilst acting on the Landlords behalf. Please note all monies are held at Barclays Bank, Commercial Street, Halifax. The account is Daniel & Hirst Ltd - Client Account. Daniel & Hirst are regulated under the RICS Client Money Protection Scheme. Reference No. 017014. www.rics.org/clientmoneyprotectionscheme
6. The Landlord and the Agent will comply with the requirements of HM Revenue and Customs.
7. The agent will if required supply duplicate rental statements to the landlord and annual statements to HM Revenue & Customs. The Landlord will pay an additional cost for these of £30.00 plus VAT (£36.00).
8. Where the tenant is in receipt of Housing Benefit the Landlord will pay and indemnify the Agent against any requirement to refund Housing Benefit to the local authority.
9. Where there is a claim on the Landlords insurance the Agent will assist with the claim where necessary and the Landlord will pay the Agents fee for this service to be agreed.
10. In the event of any person introduced to the Landlord purchasing the property the Landlord will pay the agents commission based on the scale of charges set out earlier in this agreement.
11. The Landlord will pay, reimburse and indemnify the Agent against all costs incurred by the Agent however so arising or incurred by the Agent in order to keep the property compliant with the law.
12. The agent is authorized to incur repair and maintenance its costs up to £100.00 plus VAT (£120.00) without prior approval of the landlord.
13. The agent will not take a holding deposit on the property for a prospective tenant without the Landlords prior consent.
14. The deposit where taken shall be held in accordance with the provisions of The Housing Act 2004 by the Agent in an appropriate scheme until the tenant has vacated and the move out inspection concluded. The agent shall assist in resolving

any dispute but if the dispute is referred to the Alternative Dispute Resolution the Agent will charge fees to be agreed.

15. Where the Agent provides a Let Only service the Landlord warrants that he will hold the Deposit in accordance with the provisions of the Housing Act 2004 and when called upon to do so provide the Agents with evidence and details of the scheme and the Prescribed Information.

GDP Regulations May 2018

By signing these terms you consent to the following whilst we are letting and managing your property.

1. We will retain your personal information for the purpose of finding you a tenant and managing your property.
2. We must be able to contact you and therefore we will retain your information for as long as we need to do our job.
3. We may pass your information to related third parties whose services may help you with the letting and managing of your property and we may earn an additional fee from this.
4. If at any time in the future we no longer act as your Letting/Managing Agent then your details will be stored in a closed file for a further six years in order that we comply with RICS Regulations.

Variation

1. Either party may end this Agreement in writing at any time. The Landlord will be liable to pay the agent fees as indicated earlier in this agreement.
2. It is agreed that the Agent may from time to time vary the terms of this Agreement and scale of charges in writing. The Agent will notify the Landlord of the proposed variations and such variations then shall then form part of the agreement unless the Landlord declines the amendments, by written notification to the agent within fourteen days of receipt.

Complaints

As members of the National Association of Estate Agents and the Royal Institution of Chartered Surveyors we aim to provide a high standard of service to all our clients in every aspect of our business. However, to ensure that your interests are safeguarded a Grievance Procedure has been introduced. Copies of the complaints leaflet are available from our office if required. Please note that we are members of The Property Ombudsman. www.tpos.co.uk.

Address: The Property Ombudsman **Tel:** 01722 333306
Milford House
43-45 Milford Street
Salisbury
Wiltshire
SP1 2BP

TENANCY DEPOSITS

MANAGING AGENTS

The Agent is a member of The Tenancy Deposit Scheme which is administered by:
The Dispute Service Limited,
1 Progression Centre
42 Mark Road
Hemel Hempstead
Herts, HP2 7DW

Phone Number: 0330 037 1000

E Mail: deposits@tenancydepositscheme.com Fax:

The scheme does not provide one.

1. If we hold the deposit we shall do so under the terms of The Tenancy Deposit Scheme.
2. We hold the tenancy deposits as Stakeholder
3. At the end of the tenancy we are governed by The Tenancy Deposit Scheme.

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been occurred on behalf of you the Landlord or repay the whole or the balance of the Deposit according to the Terms & Conditions of The Tenancy Agreement with the Landlord and the Tenant. Payment of the deposit will be made within 10 days of written consent form both Parties.

If after 10 working days following notification of a dispute to ourselves and reasonable attempts have been made 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 be submitted to the Independent Case Examiner for adjudication. All parties agree to co-operate with the adjudication.

Where the amount in dispute is over £5,000.00 the Landlord and the Tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the Independent Case Examiner. The statutory rights of either you/the Landlord or the Tenant to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to The Independent Case Examiner 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. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to The Independent Case Examiner. If the parties do agree that the dispute should be resolved by The Independent Case Examiner, they must accept the decision of The Independent Case Examiner as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd the full deposit less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

We must co-operate with The Independent Case Examiner in the adjudication of the dispute and follow the recommendations concerning the method of resolution of the dispute.

Incorrect Information

In the event that the Landlord provides incorrect information to the Agent, which caused the Agent to suffer loss or caused legal proceedings to be taken the Landlord agrees to reimburse the agent for the losses incurred.

LETTING ONLY AGENTS

If we are acting on your behalf as a Letting Only Agent then we will register the Bond with the Custodial Scheme:-

The Deposit Protection Service
The Pavilions
Bridgewater Road
Bristol
BS99 6AA

Web Site: contactus@depositprotection.com

Tel No: 0330 303 0030

You as a Landlord must then register with this scheme and provide us with your membership number.

We will then arrange to have the Deposit transferred to your membership number.

OWNERSHIP

*I/We _____

Confirm that *I/We are the *sole/joint owners of the property known as

ACCEPTANCE

1) TO ACT AS MANAGING AGENTS

*I/We confirm that *I/We have read, understood and agree to comply with the attached Terms and Conditions and wish you to undertake the Letting and Management as described in our Terms of Engagement.

Property to be let:

Address _____

_____ **Post code** _____

Signed _____ **Signed** _____

Dated _____

OR

2) TO ACT AS LETTING AGENTS ONLY

*I/We confirm that *I/We have read, understood and agree to comply with the attached Terms and Conditions and wish you to undertake the Letting only as described in our Terms of Engagement.

Property to be let

Address _____

_____ **Post code** _____

Signed _____ **Signed** _____

Dated _____

***Please delete as applicable.**

NAME & ADDRESS OF BANK:

.....

.....

NAME ON ACCOUNT:

SORT CODE: **ACCOUNT NO:**

LANDLORDS CORRESPONDENCE ADDRESS:

Address

.....**Postcode**.....

Contact Number's

Email Address

Please provide your DPS ID number for the Deposit Protection Service if you wish for us to act as Letting Only Agents

DPS ID Number: