



Jackie Oliver & Co.

ESTATE AGENTS & SURVEYORS

TENANT INTRODUCTION WITH RENT COLLECTION Terms and Conditions

We provide a cost effective service to Landlords who wish to handle the management and maintenance of their property personally.

As the Agent, Jackie Oliver & Co will prepare particulars on your property and introduce a tenant, carrying out thorough referencing, including credit checks, collect and register the deposit with The Dispute Service, collect rent and chase any late payments. We take care of all renewals and re-lets for you. Prior to any action we contact you for your instruction.

COSTS

Marketing fee of £50+Vat, payable in advance.

10% (ten per cent) plus VAT of the calendar monthly rental collected each month; paid each month.

SAFETY

It is compulsory to have adequate smoke alarms in all rented property. A minimum of one smoke alarm (mains or battery) should be installed on each floor.

Landlords must ensure that all gas boilers, gas fires and gas appliances are regularly serviced in accordance with the Gas Safety (Installation and Use) Regulations 1998 and a Gas Safety Certificate must be produced on an annual basis for each appliance. Jackie Oliver & Co should hold a copy of this Certificate on file. (We can arrange this for you if required.) Landlords also need to ensure that the contents of the property, particularly soft furnishings, comply with current fire regulations.

TENANT'S DEPOSIT

The damages deposit remains the property of the tenant and is held throughout the term of the tenancy by Jackie Oliver & Co as stakeholders and members of The Tenancy Deposit Scheme (see below) in our Client Deposit Account.

GENERAL

Rental payments will be made to the landlord usually within 5 working days of receipt. A receipted VAT invoice will be issued in respect of the commission paid.

All fees payable to Jackie Oliver & Co may be paid from monies received by Jackie Oliver & Co on behalf of clients, where such monies are available. Any balance must be paid on receipt of an invoice/statement of account. Any fees for any other services are payable on receipt of an invoice.

In the event that a sale of the property is agreed to the tenant or an associated party, during or at any time after the tenancy, and contracts exchanged, the landlord will pay Jackie Oliver & Co commission on the sale price achieved, plus V A T, at 1.5% subject to a minimum sum of £1,500 (one thousand five hundred pounds).

The landlord will usually have to obtain the consent of their lender if they have a mortgage on the property which is to be offered for let and will also need to inform their contents and building insurers of the change in circumstances. Special conditions may apply if the property is going to be empty for a lengthy period.

We are able to offer a fully managed service for absent and non-resident landlords; details are available on request.

ENERGY PERFORMANCE CERTIFICATES

From 1st October, the landlord becomes responsible for ensuring a valid EPC is made available free of charge to any prospective new tenants. We are fortunate enough to have 'In house' Domestic Energy Assessors who can conduct Energy Performance Certificates, relieving you of the hassle of organising it yourself. The cost of this service is £75+VAT.

THE TENANCY DEPOSIT

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123

We are unable accept business from landlords wishing to hold the tenant deposits.

At the end of the tenancy covered by the Tenancy Deposit Scheme:

If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent/Member 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 (subject to B 4.3 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 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 ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

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. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, 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.

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.

The Agent/we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

INCORRECT INFORMATION

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

LANDLORD INSTRUCTIONS

We hereby instruct Jackie Oliver & Co in accordance with the terms and conditions previously set out in this document:

LANDLORDS FULL NAME/S:	
LANDLORDS CORRESPONDENCE ADDRESS DURING TENANCY:	
CONTACT DETAILS:	
Home:	Work:
Mobile:	E-mail -
Mobile:	E-mail -

OVERSEAS LANDLORDS: TAX EXEMPTION CERTIFICATE HELD?	YES / NO
IF YES CERTIFICATE NUMBER (S): (All named Overseas Landlords must have an individual exemption certificate)	ATTACH COPY PLEASE
DETAILS OF LENDING INSTITUTION:	
Name of Lender:	
Address of Lender:	
Mortgage Account Number:	

RENTAL PAYMENTS: We pay the rent by BACS payment, directly to your bank account. Please provide details of the relevant Building Society or Bank.	
Name of Building Society / Bank:	
Address of Building Society / Bank:	
Account Holder Name:	
Sort Code:	
Account Number:	

ADDRESS OF PROPERTY TO BE LET:	Post Code:		
SMOKE ALARMS:	Requisite number currently installed at property? Y / N	Number installed	
	Date batteries changed		
GAS SAFETY CERTIFICATE:	Current Certificate held?	YES / NO	
	Expiry date?	Date arranged for Test?	
	Attach copy		
Jackie Oliver & Co to arrange Landlord's Gas Safety Certificate and service with a CORGI registered contractor by the tenancy start date and to arrange same annually whilst we have a tenant in residence. (Fees Apply) Signed _____ Date: _____ Jackie Oliver & Co to arrange the Energy Performance Certificate. (Fees Apply) Signed _____ Date: _____			
UTILITY SUPPLIERS currently supplying property.		Supplier	Account No.
	Gas		
	Electricity		
	Telephone number of property (or last known)		
	Other		

TENANTS CONSIDERED	Children	Pets considered	Smokers	Housing Benefit
	Y / N	Y / N	Y / N	Y / N

ITEMS TO REMAIN IN PROPERTY (as part of the let)	Please delete as applicable, please add other as required		
Curtains/Blinds	Cooker / Oven/ Hob	Refrigerator	Fridge/Freezer
Washing Machine	Microwave	Freezer	Microwave
Dishwasher	Tumble Dryer	Washer/dryer	
Others (please specify)	Satellite Dish		
The above items being part of the let are to be maintained by the landlord and serviced as necessary			

LANDLORD WARRANTS AND AUTHORISATIONS

* please delete as applicable (the terms "our", "we", "us" and "landlord", used below indicate both single and multiple owners)

* I / WE WARRANT:

- ?? The property *is / is not the principal residence of the landlord in the UK
- ?? The Landlord *is / is not going overseas
- ?? The landlord has title and power to enter in to this agreement and all necessary licences and consents obtained for the letting, particularly from the requisite lending institution through which the property is mortgaged.
- ?? The landlord will ensure that his insurance policy covers both the property and the contents, if any, against damage arising when the property is let or vacant.
- ?? The landlord will ensure that the property complies with all current fire and safety regulations with a Gas Safety Certificate being issued.
- ?? The landlord indemnifies Jackie Oliver & Co in respect of all reasonable costs incurred by Jackie Oliver & Co on the landlord's behalf
- ?? Any costs incurred in respect of legal action are the responsibility of the landlord.
- ?? In the event that the landlord withdraws from a proposed application after a tenant has been successfully referenced, the landlord will be liable for the refund of that administration fee of £125 including VAT.

WE AUTHORISE JACKIE OLIVER & CO:

- ?? To market the property.
- ?? To draw up and obtain tenants signatures on the Tenancy Agreement, which we have had sight of and approve of.
- ?? To sign the Tenancy Agreement on our behalf and upon our instructions.
- ?? To sign and serve on our behalf any notices necessary under the Housing Act 1988 to protect our interests.
- ?? To furnish tenants at the subject property with our contact details.
- ?? To incur such expenses as may be required to fulfil our obligations. Where practicable, Jackie Oliver & Co undertake to seek prior consent from us when expenditure is likely to exceed £200 (two hundred pounds).
- ?? To be entitled to retain any interest earned on monies collected while they are held in a Jackie Oliver & Co account.
- ?? To make sufficient deductions from rental income to meet any income tax demands in respect of the letting if we reside overseas during the period of tenancy.

Receipt of the Landlords signature will be deemed as formal acknowledgement by the landlord/s of the aforementioned Terms and Conditions and confirmation of the landlord's instructions below.

Paragraph 4 of the Shorthold Tenancy Agreement states:
The Landlord shall deliver to the Tenant, at the commencement of the tenancy, the premises in a clean and tidy condition, with all appliances in proper working order and warrants that the premises and the contents comply with any fire or safety regulations that may apply.
I/we confirm the above property meets these conditions.

Receipt of the Landlords signature will be deemed as formal acknowledgement by the landlord/s of the aforementioned Terms and Conditions and confirmation of the landlord's instructions below.

To market the property, introduce a suitable tenant, prepare and sign (if necessary) Tenancy Agreements and Notices and arrange for tenants occupation upon receipt of satisfactory references and the requisite rental and deposit monies.

Landlord signature/s.....Date.....

Landlord signature/s.....Date.....