

RESIDENTIAL LETTING AND MANAGEMENT TERMS AND CONDITIONS – MANAGED LET

A comprehensive service for Landlords who do not wish to deal with the management of the property.

We market your property and introduce a suitable tenant, referencing them (including credit checks) and will prepare an inventory or schedule of condition. The monthly rent collected, less our commission, is paid directly into your bank account.

From the commencement of the tenancy we are the point of contact for the tenant and will deal with all enquiries, maintenance and emergencies relating to your property within agreed expenditure limits. We will liaise with all contractors on your behalf. This combined with quarterly interim inspections is the perfect choice for the landlord who is overseas or away from the area or simply wants to take a back seat.

Costs:

Marketing fee of £50+VAT, payable upon return of signed Terms & Conditions.
15% plus VAT of the calendar monthly rental collected each month; paid monthly.

RE-LETS

With our fully managed service we handle all renewals and re-lets within the fees detailed above. Prior to any action we contact you for your instruction.

SAFETY

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

Landlords must ensure that all gas boilers, gas fires and gas appliances are annually serviced in accordance with the British Gas regulations and a Gas Safety Certificate must be issued on an annual basis for each appliance. Jackie Oliver & Co arrange this service as part of the managed option as they should hold a copy of this Certificate on file, the contractors invoice will be paid from rent received.

Landlords also need to ensure that the contents of the property, particularly soft furnishings, comply with current fire regulations.

INVENTORY

An Inventory (furnished property) or schedule of condition (unfurnished property) will be held on all property. This will be compiled once we are handed the property in the tenant ready condition. We will need to be notified of any special condition regarding the property or its contents prior to the inventory or schedule of condition being completed.

WITHDRAWAL

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 full refund of that administration fee of £125 including VAT. The landlord will also be required to pay the cost of any inventory or schedule of condition that has been prepared.

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.

GENERAL

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

All invoices or 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 our 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 of 1.5% plus V A T, subject to a minimum fee of £1,500. 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.

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 in our Client Deposit Account.

Jackie Oliver & Co., 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

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 the following clause) 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 I/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 I/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 me/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.

If 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:

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

| | |
|---|--------------------|
| OVERSEAS LANDLORDS: TAX EXEMPTION CERTIFICATE HELD? | YES / NO |
| IF YES CERTIFICATE NUMBER (S): (All named Landlords must have own 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 Name: | |
| Sort Code: | |
| Account Number: | |

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|---|---|-------------------------|-------------|
| 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? Attach copy | Date arranged for Test? | |
| | 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 whist 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 Y / N | Pets Considered Y / N | Smokers Y / N | Housing Benefit Y / N |
|--------------------|-------------------|--------------------------|------------------|--------------------------|

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|--|-----------------|---|----------------|
| 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) | | | |

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)

*1 / 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

WE AUTHORISE JACKIE OLIVER & CO:

- ?? 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.
- ?? 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 communicate and liase (if necessary) with the lending institution through which the subject property is mortgaged, the details of which are set out overleaf
- ?? 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
- ?? We authorise Jackie Oliver & Co to request renewal of Gas Safety Certificates
- ?? NO, we will be responsible or ensuring that our property has the correct certification provided by suitably qualified engineers.

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, prepare a schedule of condition (unfurnished accommodation) or an inventory (furnished accommodation), 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.

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 (as specified in the inventory/schedule of condition) comply with any fire or safety regulations that may apply.

The above property meets these conditions.

Landlord signature/s.....

Date.....