

TERMS OF BUSINESS FOR LANDLORDS AS AT 01/06/2010

TENANCY ONLY

This document sets out the service we provide in our Rental Agency. Please read it carefully as it contains useful information on the letting of your property and forms the contract between us.

1. MANAGEMENT

We will actively market your property in an effort to secure suitable tenants. After meeting potential tenants and assessing their suitability we will obtain references.. From the tenant reference we would hope to assess where possible the tenant's ability to pay the rent, their previous conduct as a tenant and their stability. We will also check if they have any outstanding County Court Judgements and carry out a public record check. Once we have received the result of the tenant reference we will contact you to ascertain whether or not you wish to place the tenant in the property and, if so, we will prepare a tenancy agreement. When a Tenant has taken possession we will forward the bond and the first month's rent less our account.

2. THE TENANCY AGREEMENT

We recommend that all rental tenancies are Assured Shorthold Tenancies for a minimum period of six months. A notice to quit has to be served on the tenant giving the tenant at least two months notice under Section 21 of the Housing Act 1988. It is the landlords responsibility to serve this notice on the tenant.

3. MORTGAGES

PLEASE NOTE THAT CONSENT OF YOUR BUILDING SOCIETY/BANK MUST BE OBTAINED BEFORE YOU LET A PROPERTY WHICH IS SUBJECT TO A MORTGAGE

4. DAMAGE/WEAR AND TEAR

We will obtain from the tenant, prior to commencement of the tenancy a bond/deposit against damage or rental default. The amount of the bond is at least one month's rent (see 5 below).

It must be remembered that the property will be subjected to the stresses and strains and everyday living. A property cannot be expected to be in the same condition at the end of the letting as it was at the commencement. The internal decorations may need attention after two or three years of occupation by tenants. Fair wear and tear cannot be charged against the bond. Only where malicious or unnecessary damage to the property or its fixtures has been caused can such a charge be made.

It is the landlord's responsibility to ensure that all equipment and fittings on a property are maintained in working order. Where possible we strongly recommend service and maintenance agreements.

5. **BOND AND TENANCY DEPOSIT SCHEME**

It is now a requirement that all deposits must be safeguarded with the government authorised protection scheme. If we release the bond to you it is your responsibility to register with a deposit protection scheme. If you would like any information on these schemes please contact the office.

If you would like us to retain the deposit we can register it under the scheme for an additional charge. We would ask you to confirm to us as soon as possible (and in any event within 5 working days) at the end of the tenancy that the bond may be released to the tenant.

6. **INSURANCE**

It is your responsibility to advise your building and contents insurers of your intention to let the property. They may advise on any additional cover or exemptions that are necessary.

7. **LETTING FEES**

(a) An agreed fee plus VAT plus advertising will be charged. This sum is payable whenever a new tenant is found for your property and then takes occupation. This fee covers our expenses in setting up the tenancy agreement, preparation of rental brochures, photographs, signboard, internet advertising, showing prospective tenants around the property, selection of a suitable tenant and preparing legal documents.

(b) Should the property be withdrawn prior to a tenant being found you agree to reimburse us for all advertising costs incurred in marketing the property together with a cancellation fee to cover administration costs.

(c) Should the property have been placed for Sale with Boococks Estate Agents and solicitors and there are any outstanding fees these fees will be deducted from the rent monies received.

8. **CLIENT CARE**

One of our Rental Administrators will handle the management of your property. The department is within the overall control of Mrs Maureen Cawthorn the Managing Partner. In the event of any problem which cannot be resolved directly with your Rental Administrator please feel free to raise your matters in writing with Mrs Maureen Cawthorn.

9. **GAS**

It is now law for the gas equipment in a rented property to be checked annually by a GAS SAFE Registered installer and to keep accurate records of work carried out on all appliances. These checks have to be formally recorded and a valid certificate filed for inspection, which can be demanded by any tenant at any time. Failure to do so could lead to imprisonment. It is your responsibility to ensure that your gas appliances are safe and that a Gas Safety Certificate has been issued.

10. **ELECTRICITY**

As the landlord, it is your responsibility to ensure that the electricity supply is safe and we would strongly advise you to arrange for regular servicing of both the electrical supply and any electrical equipment by a suitably qualified electrician, which is to be left in the property for the use of the tenants.

11. **ENERGY PERFORMANCE CERTIFICATE**

It is now Law for all landlords to provide to any prospective tenant a Energy Performance Certificate. The penalties for not providing an Energy Performance Certificate are severe. We can arrange for an Energy Performance Certificate for your property if required.

TERMINATION OF THE AGREEMENT

- (a) This agreement can be terminated by either party giving one months notice in writing
- (b) Upon termination the landlord agrees to pay Boococks Solicitors and Estate Agents any outstanding fees due under paragraphs 7 (b).

