

## **Landlord Terms of Business**

**Landlord Name:**

**Property:**

**Date:**

The Terms of Business set out below form an agreement between "The Landlords" referred to as "you" and "Tetris UK Sales and Lettings Ltd" referred to as "*The Letting Agent*". There are certain actions we require to take before we can provide you with our property management services. These are comprehensively set out for you below and are as follows.

1. You must obtain your mortgage lenders permission to rent the property if it is not on a buy-to-let agreement, and evidence of the permission to do so must be produced if it is a residential mortgage. You must also inform us of any special conditions (if any) the lender has attached to the Mortgage/loan agreement on the property, as this may affect the tenancy. If your property is leasehold, you must obtain your own superior landlord's agreement to the tenancy, or complete the letting agents disclaimer form.
2. If you are a joint owner of the property, as a letting agent we must ensure that all joint owners are names on the tenancy agreement, and the joint owner must also produce written confirmation to the letting agent, that you are authorised to give any instructions on their behalf.
3. You must have a valid property insurance policy in place, and ensure your Building and/or Contents insurance is specifically for a letting property. An original valid certificate of insurance must be provided to the letting agent, along with all relevant and supporting documentation. Insurance cover must remain in place and copies of a documentation confirming this, will be held on file for the duration of the tenancy and must be updated annually.
4. If the letting agent uses any information provided by you about the property in any marketing particulars, you must ensure all such information provided is accurate and correct. The letting agent accepts no responsibility or liability, should the information be inaccurate.
5. You must remove any items in the property that you do not wish to form any part of the tenancy agreement. You will be obligated to maintain, replace or repair any items of furniture or any electrical appliances that are left at the property at the start of any tenancy. Any electrical items that form part of the tenancy agreement, that are more than 12 months old, will also require PAT testing annually, at a cost to the landlord.

6. Inform the letting agent immediately if the property becomes no longer available for let. If you fail to inform the letting agent that your property is no longer available and the letting agent accepts an application/deposit for the property, you will be charged as per our current fee structure for.
7. You must state any preferences or restrictions to the tenancy agreement: for example, no pets, no smokers, no children, no sharers etc. Please note: We cannot accept instructions that contravene any national or EU legislation, or any instruction that breaches the Race Relations Act. **All restrictions are outlined in the agreement.**
8. You must notify us as soon as possible if you are going overseas for a prolonged period and complete the necessary tax forms if you are changing to a non-resident status.
9. If the letting agent is instructed to manage your property, we will require two full sets of keys. The keys must include the front and rear entrances, keys for all lockable rooms within the property, all window keys, shed and outbuilding keys, and keys for any electric gated entrances or communal doors required to enter the building. Should there be any additional sets or replacements required for any reason, a key cutting service can be provided at an extra cost.
10. Leave the property clean and in a satisfactory decorative condition, so that it's immediately available for viewings and letting. If required, the letting agent can organise for the cleaning or redecoration of the property prior to the commencement of any tenancy at extra cost.
11. The property must comply with the Gas Safety Regulations 1998. This will require you to provide the letting agent with a current gas safety certificate for each gas appliance and/or heating flue within the property. A safety check is required by a 'Gas Safe' Registered Engineer, by law, every 12 months. The letting agent can arrange for this to be carried out at no extra cost.
12. The property must comply with the Electrical Equipment (Safety) Regulations 1994. This requires you to provide the letting agents with a valid safety certificate. Any appliance or electrical installation needs to be safety checked by a qualified electrical engineer and certification of such must be produced by you. The letting agent can arrange for this to be carried out at an extra cost to you.
13. Any property that is to be marketed by the letting agents, both for sale, or to let, must have an Energy Performance Certificate. This regulation was introduced on the 1<sup>st</sup> October 2008 and is required by law. An Energy Performance Certificate is valid for 10 years. To be able to Let the property the EPC needs to have a Grade of above a 'F'. If you are unable to produce an EPC, the letting agent can arrange this to be carried out at an extra cost to you.
14. Please ensure that any/all furniture left in the property that forms part of the tenancy agreement, conforms to the furniture and Furnishing Fire Regulations 1988 (as amended). By law, it is the landlord's responsibility to do so, and the letting agent accepts no responsibility or liability should you not do so.
15. Please check that any chimney actively in use within the property has been swept properly, and ensure that it is done so on an annual basis. This would form part of an on-going responsible maintenance program of the property during any tenancy.

## **Terms & Conditions for Tenant Find, Full Management and Rent Collection Service**

1. Due to local planning restrictions, and voluntary codes of conduct, the letting agent may be restricted to display a 'to let' / 'for sale' board, outside your property. Although every care will be taken when erecting and taking down these signs, the letting agent do not accept responsibility or liability for any damage that may be caused in doing so.
2. **Rent Collection & Full Management Service**  
Once a suitable tenant has been found for your property, a set up and marketing fee of **£299** will be charged. The letting fee will become payable in full at the outset of the tenancy agreement and will be deducted from the first month's rental received. A letting fee will also be charged on each subsequent letting thereafter.
3. A monthly management / commission charge will be deducted monthly from each amount of rental paid to the agent for the duration of the tenancy and any subsequent extension thereafter. The commission charge will be **12%**, of the rent collected. Rents that are due to be paid to the landlord after deductions will be paid within 5 working days of Tetris receiving the payment from the Tenant. The letting agent will not be held liable for any loss's you may incur as a result of any delays in receiving payment from the letting agents. All payments made to you will be accompanied by a statement of account and that statement will be delivered to you by e-mail unless otherwise agreed.
4. **Tenant Find Only Service**  
Once a suitable tenant has been found for your property, an set up and marketing fee of **£399** will be charged a 'Tenant Find Service' fee will be charged., The payment due from the landlord for a successfully signed tenancy will be deducted from the first month's rent that's collected at the point the tenant signs the tenancy agreement, pays their first month's rent and collects the keys.
5. Should the landlord withdraw from an agreement where satisfactory references have been received and accepted, and an official tenancy agreement / contract has been prepared by the lettings a fee of **£199** will be charged to you to cover the letting agent costs for marketing and administration.
6. The agreed rental amount payable for the property is to be paid by the tenant directly to the letting agent as the sole acting agent for you.
7. References will be undertaken as necessary by the letting agent and you will be advised you of the results of those references. The letting agent will not accept tenants whose references are unsatisfactory however, no liability is accepted by the letting agent in the event that a tenant thereafter proves unsatisfactory, whether by virtue of non-payment of rent, or by any breach of their contractual obligations. The letting agent shall not be responsible for reimbursing you for any rent that is not received from the tenant, and the letting agent will not commence any enforcement action, or begin any legal or other proceedings, unless first instructed to do so by you. You will be responsible for all and any costs the letting agent becomes liable for in connection with any proceedings, legal or otherwise. Payment for any such actions will be required in advance by you, on account, to the letting agent, before any such proceedings begin.
8. The letting agent can prepare a tenancy agreement in sample form for the landlord to peruse, and is available any time upon request. Should you require any amendments making to the letting agents standard tenancy agreement, a fee of **£25** per amendment would be chargeable to you.

9. An inventory for the property is required. One can be prepared for you, by the letting agent at an additional fee of **£99** , once you've vacated the property and before any tenant occupies the property. This inventory will also be checked and updated accordingly between tenancies on-going. The inventory will provide an accurate record of the properties internal condition, and a record of the contents within it (excluding lofts). The inventory of the property, its fixtures and fittings, only records its superficial condition. Any persons employed by the lettings agent responsible for conducting the inventory are not experts in fabrics, woods, materials, antiques etc., nor are they qualified surveyors.
10. The letting agent will carry out periodical inspections for the duration of the tenancy, at intervals to be agreed between the letting agent and the Landlord. You reserve the right to inspect the property by arrangement with the letting agent and the tenant at any time. Notification will be given to the tenants in accordance with the contractual notification period of a minimum of 24 hours.
11. The tenant will pay the letting agents a security deposit against any successful tenancy agreement, and that will be retained by the letting agent's choice of 'stakeholder' until such time that the tenancy ends. A deposit held by the 'stakeholder' is held on behalf of parties, the letting agents and you. In the event of a dispute between you and the tenant, the letting agent is entitled to retain the deposit (or the disputed part of it), until an agreement over the dispute is reached and settled. Every reasonable endeavour will be made by all parties to ensure this process is fair, equitable and any deductions due be supported by appropriate documentation.
12. You will agree to provide the letting agent a property in a good, clean, safe and lettable condition. You agree to make the letting agent aware of any ongoing maintenance problems. The letting agents will make every reasonable effort to contact the landlord to seek approval for any maintenance work, emergency or otherwise. Should you not reply within 2 days of the initial reporting of work required, any work will be completed using the best estimates available, and the costs will be charged to you. In the event of an emergency repair being required, these will be completed immediately without notice to the landlord.
13. The letting agent is not responsible for any legal steps for the recovery of rent, and/or the repossession of the property. Applications for any payment of arrears, rent or appearances to the property, court or tribunal, as an advocate or witness, will be by special agreement and there will be extra charge for any such action.
14. The agreement between you and the letting agent, shall subsist throughout the period of each and every individual tenancy, except where one month's written notice of intention to terminate the agreement is given by either party to the other. In the event of the full one month's notice of intention to terminate being given, a charge of two months commission for each dis-instructed property will be made by the letting agent.
15. Once a tenant has vacated the property, all unpaid utility or council tax bills become the responsibility of you, and will not be payable by the letting agent.
16. In all cases the letting agent will not enter into dual agency.
17. The letting agent operates on a '**NO LET, NO FEE**' policy. This means that unless otherwise agreed in advance between the letting agent and you, no fee will be payable to the letting agent in respect of marketing for a successful tenancy. If during dual agency, any such tenancy agreements are put in force, standard dis-instruction conditions apply.

### **Declaration**

- Without proceeding to the preceding clauses of this agreement, it is hereby agreed that all charges, fees and expenses herein before referred to, shall be deductible from the monies received by the letting agent from the tenant. In the event that insufficient monies are held by the letting agents for the purpose, the letting agent shall be entitled to recover the balance due from the landlord.
- You confirm that you have arranged specialist buildings or building and contents insurance cover and have provided copies of such the policies to the letting agent.
- You have been granted permission to let the property by any mortgage/loan companies or anyone who has a financial interest in the property.
- You have confirmed that a Royal Mail postal redirection service is in place for any corresponding mail addressed to you, you also understand that the letting agent and any future residing tenants will not be responsible for forwarding you post.
- You instruct the letting agent to provide a full management service or Tenant Find Only (delete as appropriate) and you agree to all terms and conditions as stated above, a copy of which you have received.
- You confirm that you are the owner, of the property.
- You hereby appoint the letting agent (Tetris UK Sales and Lettings Ltd) to be duly appointed as sole agent in all matters concerning and affecting the letting and management of the property.

### **All joint owners must sign this document - You (Landlord)**

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_

### **For & on behalf of Tetris UK Sales & Lettings Ltd (The Letting Agent)**

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_