



Bonners & Babingtons

3 Anglers Court, Spittal Street, Marlow SL7 3HJ. Tel: 01628 333800
Robert House, 19 Station Road, Chinnor, OX39 4PU. Tel: 01844 354554
78 High Street, Princes Risborough, HP27 0AX. Tel: 01844 343334

RESIDENTIAL LETTINGS TERMS AND CONDITIONS

Bonners and Babingtons is an established Lettings and Management Agent dealing with quality residential property and professional Tenants in Buckinghamshire, Oxfordshire and the Chilterns. We appreciate that the letting and management of property can be complicated but our experienced team have in depth knowledge and understanding of the process and of the local market.

We are committed to providing a professional, enthusiastic and efficient service coupled with a high level of client care.

LEGAL REQUIREMENTS AND RECOMMENDATIONS PRIOR TO LETTING YOUR PROPERTY

IF YOU HAVE A MORTGAGE - CONSENT TO LET

If you have a mortgage, we advise that you obtain a letter of consent from your Mortgage Lender. If you are a Leaseholder, your lease may require you to obtain written consent from your Landlord prior to sub-letting. If this is the case you should inform us in writing of any special conditions that may apply as part of their agreement.

INCOME TAX/OVERSEAS LANDLORDS

The Self-Assessment system applies to all taxpayers including those earning income from property (whether UK or Overseas resident). HM Revenue and Customs may issue an "NRL" Certificate to Landlords that authorises the Agent to transfer rent to Overseas Landlords without the deduction of Tax. Where no Exemption Certificate is available, we are legally bound to deduct Tax at the basic rate before remitting rents. The Agent will be happy to provide forms for the appropriate Exemption Certificate on request, alternatively they can be downloaded from HM Revenue and Customs website. We recommend that you seek advice from a Tax Adviser. If we must deduct Tax and account to HM Revenue and Customs, we reserve the right to make an additional charge for this work. When we are not collecting rent, we have a duty to advise the Tenant that the client is overseas and therefore the Tenant would be responsible for Income Tax on the rental profit if the Landlord has not provided him/her with a FICO exemption certificate. The Tenant would then pay the Landlord rent, less the Tax due.

ENERGY PERFORMANCE CERTIFICATE

An Energy Performance Certificate (EPC) is required before you can market your property 'To Let'. It has been a legal requirement since 1st October 2008 in England and Wales and needs to be renewed every 10 years. A Home Assessor will survey the property and provide a rating to indicate the energy performance of the building. *(If a property does not have an EPC the owner could be at risk of prosecution).*

From April 2018 Landlords of privately rented domestic and non-domestic property in England or Wales must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of E before granting a new tenancy to new or existing Tenants. From April 2020, a valid EPC is required on all new and existing tenancies.

A valid Section 21 (Prescribed Form 6a) Notice cannot be served unless the Tenant is in receipt of an EPC. Bonners and Babingtons has no liability if the property is not managed and the Tenant alleges that an EPC has not been served.

GAS SAFETY REGULATIONS

The Gas Safety (Installations and Use) Regulations 1998 – In accordance with current regulations, the Landlord is legally obliged to have all gas equipment, flues, pipework and meters safely checked by a Gas Safe engineer before the start of the tenancy and annually thereafter. A copy of the safety certificate must be given to the Tenant before they move in and after each subsequent annual inspection. The regulations also stipulate that any work maintenance or repair carried out to gas appliances, flues meters and pipework must be done by Gas Safe registered engineers. If Bonners and Babingtons are not provided with a valid certificate prior to the commencement of the tenancy we reserve the right to appoint a Gas safe engineer to inspect all gas appliances and their installations and carry out any remedial work where necessary. The costs incurred together with Bonners and Babingtons' additional administration charge of £50 plus VAT (£60 inc VAT) will be debited from the Landlord's account. If Bonners and Babingtons are not managing the property, arrangements for the issue and renewal of the gas safety certificate must be made by the Landlord. If the Tenant is not in receipt of a current gas safety certificate then a valid Section 21 (Prescribed Form 6a) Notice to obtain possession, cannot be served. If Bonners and Babingtons do not manage the property, we have no liability for such an omission.

ELECTRICAL SAFETY

Electrical safety regulations impose an obligation on Landlords to ensure that all electrical appliances within the property are safe. For all tenancies in England from 1st April 2021 and all existing tenancies in England from April 2021, Landlords must ensure that all electrical installations within a property are tested by a qualified person and an Electrical Installation Condition Report (EICR) produced. Once checked, this report lasts for 5 years. Within 28 days after inspection or within the period specified If a certificate is not supplied, the Landlord agrees to take full responsibility for any faults that may occur whilst the property is occupied. In the event of injury or death, if found negligent a Landlord could incur fines up to £5000 or even imprisonment.

Landlord hereby warrants to the Agent that all electrical installations are safe and that he agrees to undertake the responsibility for the safety checks as required in accordance with the Electrical Equipment (Safety Regulation) 1994. The Landlord will ensure that all electrical work carried out at the property complies with Part "P" Building Regulations (Electrical Safety in Dwellings) that became Law on 1st January 2005.

IF YOU LET FURNISHED OR PART FURNISHED

Any furniture provided must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1998.

The provisions are complex, and advice will be given to you at the time of taking instructions whether any furniture in your property needs to be replaced. Alternatively, the local Trading Standards Department should be able to provide further advice. Under this Agreement the Landlord hereby warrants to the Agent that all furniture and furnishings in the property to be let and included in the letting, fully comply with the requirements of the Consumer Protection Act 1967 and all statutory instruments made under it including the furniture and furnishings (Fire) (Safety) Regulations 1988, as amended. When a professional inventory is used, the compliance by appropriate labels will be normally recorded.

CONDITION OF PROPERTY PRIOR TO LETTING

Landlords should ensure that the property is left clean and in good decorative order so that it is available for immediate occupation. If the agent is required to arrange professional cleaning, then an administration charge may be made to the Landlord.

Defective Premises Act 1972.

The Landlord is liable for any occurrence originating from defect or lack of repair that the Landlord knows of or should have been aware of. If a Tenant suffers loss due to a defect The Landlord will be liable to compensate the Tenant. The Landlord agrees to inform The Agent of any on-going maintenance problems, prior to the start of a tenancy.

Landlord and Tenant Act 1987.

We are obliged to include your full name and address on any notices and tenancy agreements inside England and Wales. If this information changes during the tenancy, we must be informed immediately. (For Fully Managed tenancies, tenancy agreements include Landlord's full name only).

INSURANCE

It is essential that you have Buildings Insurance whilst you are renting the property and we suggest that you continue to have a minimum amount of Contents cover too. As a Landlord there are specialist companies that cover you whilst you have Tenants living in your home and we are happy to provide you with a leaflet from our recommended Landlord's insurance provider. However, we are not regulated to offer advice on insurance under the terms of the UK FSA regulations - you must contact the insurance provider direct for advice. **Please note: We will require a copy of your Building insurance certificate for our files.**

LEGIONNAIRES DISEASE

Due to recent changes to the legislation relating to the control of legionella it now means that residential lettings are covered by Approved Code of Practice L8 and HSE 274, therefore Landlords, Property Owners and Managers must ensure that legionella risk management is carefully managed. In order to comply with the Health and Safety Executive's code of practice, Landlords must carry out a risk assessment at their property. By signing this agreement, you confirm that you have considered all risks regarding Legionnaires Disease. Should you require Bonners and Babingtons to carry out the risk assessment please request further details from our Property Manager.

SMOKE ALARMS AND SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015

All new homes built after June 1992 and Houses in Multiple Occupation must be fitted with mains operated smoke detectors with a battery backup. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 state that Landlords must fit a smoke alarm on every storey of a property where the room is used wholly or partly as living accommodation, this includes bathrooms, lavatories, halls or landings. Landlords will also have to put a carbon monoxide alarm in every room where there is a solid fuel appliance, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG although it is prudent for the Landlord to fit a detector. Landlords must ensure that each alarm is in proper working order on the day the tenancy commences. Bonners and Babingtons has no liability if the Landlord is in breach of these regulations.

DEPOSITS

On agreement of a new tenancy a holding deposit is taken from the Tenant, amount equal to 1 weeks rent.

7 days prior to the start of the tenancy, Tenants will be required to pay a security deposit equal to 5 weeks rent. (The holding deposit is deducted from the security deposit). A deposit of 6 weeks rent can be paid if the annual rent exceeds £50,000.

This deposit will be lodged with a safe deposit government nominated scheme. Our nominated scheme is The Deposit Protection Service.

The Housing Act 2004 and the Localism Act 2011 require all deposits to be registered within the first 30 days. A deposit certificate is sent to the Tenant. A signed copy of the Prescribed Information is given to the Landlord and Tenant at the start of the tenancy. When the fixed term expires Prescribed Information must be served again within 30 days.

Failure to comply with this law may result in the Tenant claiming up to 3 times the value of the deposit plus costs and interest. Furthermore, you may be unable to recover your property under Section 21, (6a Prescribed Form), in the event of such a claim.

Should a Landlord wish to hold the deposit and the tenancy is an Assured Shorthold Tenancy the Landlord must specify to the Agent prior to the start of the Tenancy in writing and provide proof of membership. The Landlord will be required to sign our Tenancy Deposit Disclaimer Form before the Tenant's deposit can be released.

THE PROPERTY OMBUDSMAN (TPO)

We are members of The Property Ombudsman (TPO – www.tpos.co.uk), there to protect your interests and we abide by TPO Code of Conduct. We will disclose any information relating to the sale or rental of your property if TPO request it.

CLIENT MONEY PROTECTION

From 1st April 2019, all property agents in England's private rented sector holding client money must belong to a government-approved client money protection scheme. Bonners and Babingtons are members of the approved scheme Propertymark.

GENERAL DATA PROTECTION REGULATIONS

For the purpose of the Data Protection Act 1998 and General Data Protection Regulation EU 2016/679, the data controller is Leonie Coveney (Bonners and Babingtons) a company registered in England under company number 7268600, whose registered address is Robert House, 19 Station Road, Chinnor, Oxfordshire, OX39 4PU

The Landlord agrees that Bonners and Babingtons may collect personal information from you. The personal information we collect will typically include the following:

- Full name and contact details (including your contact numbers, emails and postal address)
- Information relating to your identity where we are required by law to collect this to comply with the Money Laundering Regulations 2017 and the Immigration Act
- Information on your close connections where we are required to conduct conflicts of interests under regulatory obligations
- Your banking details where required to arrange rental payments
- Usage information about your visits to our website which enable our website to remember information about you and your preferences and use of our site. Please read our '[Cookie Policy](#)' for further details. This may include information about your visit, including the full Uniform Resource Locators (URL), clicks through to and from our site including date and time, products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page and any phone number used to call our customer service number.
- Other technical information, including what devices you use to connect to our App, device location data where this function is not disabled by you on your device, the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.
- Your communications with us, including a record of the email or telephone correspondence created when you contact us as part of a product or service query

Where we need to collect personal data by law (for example to meet our obligations to prevent fraud and money laundering) or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

We will pass your details to organisations (our "data processors") who carry out certain activities on our behalf as part of our providing our services, and for Landlords who use our Let Only and Rent Collection services, their Tenants.

We will not share your information with third parties for marketing purposes without first obtaining your prior consent.

PROCEEDS OF CRIME ACT 2002 AND MONEY LAUNDERING REGULATIONS 2003

Under the money laundering regulations, Bonners and Babingtons require each new Landlord and Tenant to provide us with one proof of Identity and one proof of residence. This should be either a full passport and a current utility bill. Original documents must be provided. Please be aware that we have obligations under the above Acts and records of payments that if suspicious, information will be disclosed to the relevant authorities.

TERRORISM ACT 2000

The Landlord and the Agent have obligations under this Act to ensure that they do not harbour or give any assistance to likely terrorists.

HOUSE OF MULTIPLE OCCUPATION

The Landlord confirms that where a property falls under a licensable House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations.

INVENTORIES

We strongly recommend all Landlords have an Inventory carried out on their rental properties – even if they are unfurnished. This is a record of the condition of the property and can be used in the event of a dispute at the end of a tenancy. In the event of a dispute at the end of the tenancy regarding the deposit, it will be highly unlikely that the Landlord will be successful in any claim if he has not

done a full and detailed inventory. (Bonners and Babingtons cannot be held responsible for any loss or damage to the property if there is no inventory).

Bonners and Babingtons do not provide this service themselves and would instruct an independent Inventory Agent on the Landlord's behalf.

From 1st June 2019 the cost of an Inventory schedule of condition, check in and check out is payable by the Landlord.

(Please note: We do not arbitrate in any inventory disputes. However, if we are requested to complete a claim form on a dispute for the Tenancy Deposit Scheme (DPS) there will be a charge of £50.00 plus VAT. An additional charge of £25 plus VAT per hour thereafter will be made for any additional work Bonners and Babingtons undertake to assist the landlord in this process plus any other legal or travelling costs).

REFERENCING POTENTIAL TENANTS

We are very careful about selecting the right Tenant for your property. We will gain as much information about their situation as possible before allowing them to view the property. Once suitable Tenants have been found, all potential Tenants are fully referenced, and credit checked before we recommend them to our Landlords. A copy of the full reference report will be kept on file, a summary report is available to Landlords on request.

From 1st February 2016 all private Landlords in England, including those subletting or taking in lodgers, will need to check applicants for properties have the right to be in the UK before renting out a property. A Right to Rent check is a mandatory requirement introduced in the Immigration Act 2014 and must be undertaken and recorded within 28 days before the tenancy agreement is entered into.

ONCE TENANTS HAVE MOVED IN

For managed tenancies we carry out regular inspections. Initially this is done every 3 months - 6months. This inspection will check that the property is being well maintained and that there are no maintenance issues outstanding. A copy of the report is sent to the Landlord and Tenant and will be kept on file. Any actions or issues will be discussed with the Landlord.

VACANT PROPERTY SERVICE

Our Management and Rent Collection Service does not include the supervision of empty properties whether it is empty prior to a Tenant taking occupation between tenancies or after a Tenant has vacated the property. Once a property is untenanted, we cannot pay any bills on your behalf or instruct contractors unless specific instructions (in writing) are issued for us to do so and appropriate funds are provided.

Bonners and Babingtons can offer the following Vacant Property Services;

Winter Weather Protection:

In the winter months Bonners and Babingtons will arrange for the heating system to be switched on. However, we cannot be responsible for the effectiveness of the system. Alternatively, we can arrange for the heating system to be drained.

Garden Maintenance:

We will arrange for the garden to be kept tidy with funds provided by the Landlord

Utility Charges:

We will arrange the payment of utility company charges with funds provided by the Landlord

Vacant Property Visits:

Bonners and Babingtons will visit the property at an agreed frequency to ensure that the condition of the vacant property is maintained.

Please refer to our schedule of fees for additional charges for these services.

Bonners and Babingtons cannot be held responsible for pursuing overdue accounts on utility services on behalf of the Tenant.

THE LANDLORD AGREES:

That in the event of the property being sold or passed on with the benefit of the Tenancy, Bonners and Babingtons will look to the original Landlord of the property for letting commission due for the introduction of the Tenant.

That if a Tenant introduced to you by the Agent negotiates the purchase of the property that he/she is renting either in his own name or in the name of a nominee, Bonners and Babingtons reserve the right to charge a commission of 1% plus VAT of the negotiated purchase price. The fee is payable upon completion whether or not negotiations have been carried out by the Agent. Please note that all fees in this respect are subject to VAT at the prevailing rate.

INCORRECT INFORMATION

The Landlord warrants that all the information he/she has provided to the Agent are correct to the best of his/her knowledge and belief. If 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.

Where applicable the Landlord agrees that all charges, fees and expenses referred to, shall be deductible from monies received by the Agent from the Tenant. In the event of insufficient monies being held by the Agent for this purpose, the Agent shall be entitled to recover the balance due from the Landlord.

In the event of the Landlord withdrawing their property or deciding not to proceed with the tenancy after the tenancy has been agreed with all parties and the tenancy agreements have been prepared, the Landlord will be charged a fee to cover the cost of the Tenancy Agreement and any administration costs. This cost to be no more than £350 plus VAT.

In the event of a Tenancy not commencing after the Independent Inventory Clerk has attended a property to prepare the inventory, the Landlord will be responsible for those charges incurred.

LEGAL/ACTION

The Landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for the repossession of the property, including any other matters relating to the tenancy between the Landlord and his/her Tenant. The Landlord is also responsible for the payment of all fees and costs relating to such matters.

In partnership with our recommended insurance provider, we offer Rent Protection and Legal Expenses cover.

If a Tenant leaves the property of their own accord prior to the expiration of the tenancy, it is the Landlord's responsibility to take appropriate action to recover any outstanding rent from the former Tenant.

If the Landlord wishes to retain some money from the Tenant's deposit at the end of the tenancy this will need to be proven by the difference from the inventory check in and check out reports (except for normal wear and tear). This figure should be agreed with both Tenant and Landlord and if an agreed figure is not reached the matter will be referred to The Dispute Service of the Tenancy Deposit Scheme. (DPS).

TENANCY BREACHES OF CONTRACT

As part of our Fully Managed service, Bonners and Babingtons will inform the Landlord within 48 working hours if the Tenant fails to pay the rent on the rent due date or breaches the terms of the Agreement in any other way.

Should the Landlord wish to take legal action, it will be the Landlord's responsibility to instruct a Solicitor and pay all associated costs. (Unless the Landlord has Rent Protection and Legal Expenses cover). If Bonners and Babingtons are required to attend court on your behalf, a charge of £150.00 plus VAT per day or part of thereof will be due.

PROPERTY MAINTENANCE

The Landlord is responsible for ground rents, service charges, repairs and any maintenance to the property. For fully managed tenancies, Bonners and Babington's property maintenance department will arrange to carry out any necessary repairs on the Landlord's behalf. During out of office hours Bonners and Babingtons operate an emergency number which will be made available to Landlords and Tenants of all our fully managed properties.

The Landlord agrees to maintain the property to a good standard of repair throughout the tenancy, and to carry out all necessary repairs and maintenance as and when required, as stated within the terms of the Agreement.

GENERAL AUTHORITY

If the property is owned jointly, all owners will need to confirm their agreement for Bonners and Babingtons to act, by signing these Terms and Conditions. Each person who signs our Terms and Conditions agrees to be bound by them and to pay all sums due to us under any provision of the Terms and Conditions on a joint and several liability basis.

If the property is sold or passed on during a tenancy Bonners and Babington's fees will remain due and payable by the original Landlord for the duration of the tenancy and for any extensions, renewals or period of holding thereof, regardless of whether negotiations have been carried out by Bonners and Babingtons. All such responsibilities will fall to the new owner subject to Bonners and Babingtons being in receipt of the new owners signed Terms and Conditions.

Bonners and Babingtons will use Assured Shorthold Tenancy Agreements. However, in some cases Assured Tenancies, Licenses or ordinary contracts (if we are letting to a Company or Embassy) are used. Assured Shorthold Tenancy Agreements will provide the Landlord with greater protection due to the Housing Act 1988, 1996, 2004 and the Localism Act 2011.

The Landlord grants the Agent Power of Attorney to deal with and sign all Tenancy Agreements, Statutory notices, Inventories and to instruct a third-party inventory company to prepare and deal with all Inventory matters and check out reports.

The Landlord undertakes to indemnify the Agent within seven days of a demand for payment against the Agent for all claims, costs and expenses of whatever nature made against the Agent concerning the Landlord or the Landlord's property.

The Landlord undertakes to indemnify the Agent within seven days of a demand for payment against all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to you and or a nominated bank or building society of the monthly rent.

The Landlord agrees to respond promptly with instructions where necessary to any correspondence or request from the Agent. The Agent accepts no liability for any damage or theft at the property whilst vacant or between any let.

The Agent recommends that the Landlord considers all aspects of security, insurance cover against possible damage that may occur during such periods. No property management service is offered during any vacant periods, unless agreed prior for an additional charge.

Should the Landlord not pay the Agent any lawfully due and demanded monies within 7 days of request for payment, the Agent reserves the right to charge interest at the rate of 8% per annum in accordance with the County Court.

Monies received by Bonners and Babingtons from Tenants and Landlords are held in a dedicated Client Account. The Landlord agrees that any interest accrued will be retained by Bonners and Babingtons.

BOARDS

We will display a 'To Let' board and subsequently a 'Let By & Managed' board when the property has been let unless informed otherwise by the Landlord. (Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

LANDLORD'S INFORMATION FORMS

The Landlord is required to complete the Landlord Questionnaire and information forms that we have provide within our Terms and Conditions and complete the appropriate sections for Let Only, Rent Collection or Full Management. As the information required is now essential to current legislation the early return of these forms is essential.

TERMINATION

Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed and that the legal minimum notice period to Tenants under Assured Shorthold Tenancies is 2 months. (However this is subject to change depending on current legislation). This needs to be given even in the case of a fixed term tenancy which is due to expire.

If a Tenant gives 2 months' notice to vacate this must be given on or before a rent due date.

Under the Full Management and Rent Collection services we will confirm arrangements to be made for the Tenants to be 'checked out' at the tenancy expiry date. We recommend that a professional check-out is instructed in all cases. (Please note, for Rent Collection we will ask our preferred inventory company to liaise between the Landlord and the Tenant directly as Bonners and Babingtons do not undertake any negotiation regarding dilapidations and deposit disputes for this service).

The Landlord will be notified when the tenancy term is coming to an end. At this time, Bonners and Babingtons will advise the Landlord that the tenancy can be renewed for a further fixed term. Any amendments or rent increases can be made at this time. For Fully Managed and Rent Collection tenancies, a charge of £100 plus VAT will be deducted from the Landlord's account unless the Landlord notifies us at least 48 hours prior to the tenancy renewal date that they do not wish to renew the tenancy.

RIGHT TO CANCEL

Where this agreement is signed at your home/office you have under the 'Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008' you have 14 days starting the day from when you receive this notice to cancel this agreement. You may exercise this right to cancel if you wish, by delivering or sending a cancellation notice in writing to Bonners and Babingtons Ltd, Robert House, Station Road, Chinnor, Oxon, OX39 4PU.

Any cancellation notice will be deemed to have been effective as soon as it is posted or if sent via email from the day it is sent.

OUR FEES

Fees are subject to VAT at rate ruling at time of invoice.

This agreement is for a minimum period of 12 months and may be terminated by either party by way of two months' written notice.

COMMISSIONS FROM THIRD PARTIES

It is possible that in the normal course of business we will be offered commissions by third parties to whom we might introduce you or your property. If we are offered commission or other form of remuneration and we are satisfied that the service provided is as good as and/or no more expensive than other similar local services, and that your interests are not adversely affected, we may accept such a commission for our own benefit and will not account to you for these.

Service Levels to Suit You

Bonnors and Babingtons offers Landlords a choice of 3 different levels of service.

The option you choose will depend on how hands on you wish to be, the level of risk you are prepared to accept, and the time and energy you have available to manage your property investment and tenancy.

	1	2	3
Property appraisal and rental valuation	✓	✓	✓
Advice on presentation and refurbishment works required	✓	✓	✓
Full marketing on our website and all 4 major property portals as well as throughout all of Bonnors and Babingtons branches	✓	✓	✓
Source suitable Tenants	✓	✓	✓
Accompanied viewings and feedback	✓	✓	✓
Take up references, credit checks and Right to Rent check	✓	✓	✓
Create all contract documentation relating to the tenancy	✓	✓	✓
Arrange inventory and schedule of condition via independent Inventory Clerk		✓	✓
Collect deposit and first month's rent	✓	✓	✓
Register deposit with tenancy deposit scheme (DPS)	✓	✓	✓
Oversee and arrange Tenant check in		✓	✓
Transfer utility supplier accounts		✓	✓
Rent collection and payment to Landlord		✓	✓
Full Rent and Legal Protection up to £75,000 (Additional charge equal to 1.5% of the monthly rent plus vat)		✓	✓
Arrangement set up for future rent payments		✓	✓
Liaise with Tenant and Landlord regarding rent arrears		✓	✓
Conduct regular property inspections			✓
Arrange routine servicing and maintenance			✓
Advise of any property repairs required			✓
Arrange emergency repairs (24 hour out of hours service available to Tenants)			✓
Arrange mandatory safety checks			✓
Assist with insurance claims (additional fees may apply)			✓
Monthly itemised statements to the Landlord		✓	✓
Deal with Tenant issues and queries			✓
Tenancy renewals and rent reviews (additional fees apply)	✓	✓	✓
Serving and receiving notices		✓	✓
Oversee and arrange Tenant check out			✓
Arrange deposit return	✓	✓	✓
Remarketing at the end of the tenancy	✓	✓	✓
Vacant property services (additional fees apply)	✓	✓	✓

1. LET ONLY SERVICE

10% plus VAT (12% inc VAT) of the first 12 months rent. This will reduce to 5% plus VAT (6% inc VAT) thereafter for subsequent years with the same tenant.

Plus set up fee £200 plus VAT (£240 inc VAT)

We recommend this service to experienced Landlords who have the time, resources and experience to deal directly with Tenants and any associated issues i.e changes in legislation, rent payments, maintenance and repairs, emergency call outs etc.

Our fee is invoiced and payable as a one-off charge for the full term of the tenancy prior to the start of the tenancy.

Please note that at the end of the tenancy if a new tenancy agreement is required, a charge of £120 plus VAT (£144 inc VAT) will be made. Commission will not be charged on renewal of the tenancy if it is agreed that your tenant remains in the property past the initial term

2. RENT COLLECTION SERVICE

12% plus VAT (14.4% inc VAT) of the monthly rent received each month.

Plus set up fee of £200 plus VAT (£240 inc VAT).

Our rent collection service is designed for Landlords who would like some involvement in the letting of their property and who have time resources and trade contacts to manage day to day maintenance but do not wish to deal with the financial administration of rent collection and accounting.

Monthly rent payments by BACS directly to the Landlord. Our fees will be deducted from the rent on a monthly basis.

Please note that at the end of the tenancy if a new tenancy agreement is required, a charge of £120 plus VAT (£144 inc VAT) will be made.

3. FULL MANAGEMENT SERVICE

15% plus VAT (18% inc VAT) of the monthly rental received each month.

Plus set up fee of £200 plus VAT (£240 inc VAT).

This service covers all aspects of the letting and management of your property and is ideal for Landlords who may live out of the area or do not wish to have any direct involvement with their Tenant.

Monthly rent payments by BACS directly to the Landlord. Our fees will be deducted from the rent on a monthly basis.

Please note that at the end of the tenancy if a new tenancy agreement is required, a charge of £120 plus VAT (£144 inc VAT) will be made.

ADDITIONAL CHARGES IN DETAIL

We will deduct any of the following items from the first month's rent (or invoice for Let Only service)

<p>Tenancy set up charges include but are not limited to;</p> <ul style="list-style-type: none"> • Full Tenant Reference and Right to Rent check (up to 3 Tenants/Guarantor)* • Production and issue of Contract Documents * • Transfer of Utility Accounts (Tenants going in <i>and</i> going out) • Administration of Tenancy Deposit Scheme (DPS)* 	<p style="text-align: center;">Mandatory (* included in Let Only service)</p> <p style="text-align: center;">Setup fee £200 plus VAT (£240 inc VAT)</p>
<p>Renewal tenancy fee</p>	<p style="text-align: center;">£120 plus VAT (£144 inc VAT)</p>
<p>Boiler Service and Gas Safety Certificate (A copy of a current gas safety certificate must be provided)</p>	<p style="text-align: center;">Contact office for more information.</p>
<p>Production of Inventory Schedule of Condition/update and Check In</p> <p>(Check out charge is paid directly to Inventory Clerk at the end of the tenancy. Price on application)</p>	<p style="text-align: center;">Contact office for more information.</p>
<p>12 months Landlord's Rent and Legal Expenses cover up to £75,000. (Also covers any breach of tenancy and unpaid rent up to £8,000 pcm).</p> <p>(Subject to referencing. Please speak to a member of our Lettings Team if you are using our Let Only service).</p>	<p style="text-align: center;">Contact office for more information.</p>
<p>Vacant Property Service Management Winter Weather Protection Garden Maintenance Utility Charges Administration</p> <p>Vacant Property Visits only</p>	<p style="text-align: center;">£50 plus VAT ((£60 inc VAT) per month</p> <p style="text-align: center;">£40 plus VAT (£48 inc VAT) per visit</p>

PLEASE COMPLETE

Landlord’s Name(s)

Correspondence Address

.....

Address of Property:.....

.....

ACCEPTANCE TERMS

I/WE INSTRUCT BONNERS & BABINGTONS TO ACT AS OUR AGENTS IN ACCORDANCE WITH THEIR CHARGES AND TERMS AND CONDITIONS. I ATTACH A COPY OF MY/OUR PASSPORT(S) AND A COPY OF A UTILITY BILL. I/WE HAVE READ AND AGREED TO BE BOUND BY THE TERMS IN THIS AGREEMENT;

1. LET ONLY SERVICE

I/We require the Let Only Service at the agreed fee 10% plus VAT (12% inc VAT) of the first 12 months’ rent. This will reduce to 5% plus VAT (6% inc VAT) thereafter for subsequent years with the same tenant.

Plus set up fee £200 plus VAT (£240 inc VAT)

Signed.....Date.....

Signed.....Date.....

2. RENT COLLECTION SERVICE

I/We require the Rent Collection Service at the agreed fee of 12% plus VAT (14.4% inc VAT) of the monthly rent received each month.

Plus set up fee of £200 plus VAT (£240 inc VAT).

Signed.....Date.....

Signed.....Date.....

3. FULL MANAGEMENT SERVICE

I/We require the Full Management Service at the agreed fee of 15% plus VAT (18% inc VAT) of the monthly rental received each month.

Plus set up fee of £200 plus VAT (£240 inc VAT).

Signed.....Date.....

Date.....Date.....

INVENTORY DISCLAIMER AND DEPOSIT PROTECTION

PLEASE ONLY SIGN THE BOXES BELOW IF YOU *DO NOT* WISH US TO ARRANGE AN INDEPENDENT INVENTORY AND/OR YOU WISH TO ARRANGE THE DEPOSIT PROTECTION YOURSELVES.

LANDLORD INVENTORY DISCLAIMER

I/we _____ am/are the Landlord/s of

_____ and hereby confirm that **BONNERS & BABINGTONS** have fully explained the implications of not organising a full professional inventory and schedule of condition for the above property.

I/we accept that should there be a dispute over dilapidations with the Tenant at the termination of tenancy, by not having a professional inventory with schedule of condition may affect my claim.

Signed

DATE

TENANTS' DEPOSIT DISCLAIMER

I/we,am/ are the Landlord/s of

.....
and hereby confirm that **BONNERS & BABINGTONS** have fully explained the law relating to the Tenancy Deposit Scheme. I understand that if I fail to register the deposit in a recognised scheme, I may be liable to pay the Tenants up to 3 times the value of the deposit, plus costs and interest and I further understand that I may have difficulty recovering possession of my property

Once in receipt of the deposit from the Tenant prior to the start of the tenancy I/we have instructed **BONNERS AND BABINGTONS** to release the deposit to me/us and I/we confirm that I/we will be placing the deposit in the follow safe deposit scheme:

SCHEME NAME:

Signed:

DATE:



TENANCY CHECK LIST FOR LANDLORDS

Considerations to assist a smooth start to the tenancy.

- The property (including carpets) should be professionally cleaned.
- All kitchen appliances must be completely clean and checked that they are in full working order. Extractor fan filters changed.
- The boiler should be fully serviced, and the system flushed out. A current Landlord's gas safety certificate must be issued, and a copy left in the property.
- All light fittings should be checked and bulbs in full working order.
- Smoke detectors and CO detectors fitted on each floor of the property and in full working order.
- All windows should be cleaned inside and out.
- Curtains should be laundered or dry cleaned.
- The waterproof seal around the bath and shower should be checked and resealed if necessary, to prevent leaks.
- The garden should be in good order. All hedges and large shrubs should be trimmed. Maintenance of hedges and shrubs throughout the tenancy is normally undertaken by the Landlord.
- All gutters should be cleaned and clear.
- 3 complete sets of keys are required for the property. One set for the Landlord or Landlord's Agent and 2 sets for the Tenants.
- For overseas Landlords, contact must be made with the Inland Revenue for an NRL1 Form. On receipt of the form a unique number is issued and subsequently tax will not be withheld from the monthly rent.