

The background features a decorative graphic consisting of three overlapping green circles of varying sizes, arranged in a vertical line. Two thin, light green lines intersect at the top left and extend diagonally across the page, framing the circles. The circles are composed of concentric rings in different shades of green, creating a 3D effect.

Marilla Garland

Property Management Limited

***Letting and Management
Brochure***

Marilla Garland Property Management Limited

The Service ...

Marilla Garland Property Management Ltd offers a complete range of services in respect of Residential Lettings and Management and tailors these services to meet the individual requirements of each Landlord. From the Full Management of your Property through to offering a comprehensive Tenant Search Service, we never forget for one moment that you are entrusting us to look after what is probably your most valuable asset and that you expect your Property to be managed by professionals in an efficient manner.

We are proud of the fact that we offer many years of specialised knowledge in respect of letting all types of Property. We are dedicated to providing an unrivalled service in what continues to be a rapidly expanding sector of the Property market.

The aim of **Marilla Garland Property Management Limited** is to provide a service to each Landlord that meets their requirements. The services we provide include:-

- Free valuations without obligation to assess your Property
- Guidance and advice on the legal issues surrounding the letting of your Property
- Extensive marketing of the Property
- Finding the right Tenant
- Thorough reference and credit checks
- Drawing up of tenancy agreements to comply with all current legislation
- The transfer of rents with monthly accounting on detailed rental statements
- Maintenance inspections
- Repairs and maintenance of properties
- Refurbishment advice and the overseeing of such works
- Furnishing advice and the overseeing of such works
- Insurance advice
- Inventory Preparation and checks
- Property Search Service for Buy-to-let

We work with each Landlord to agree on the level of service you actually require and as a guideline we outline the three levels of service as being:

Full Letting and Management

We take care of all the day to day matters arising from the letting and management/maintenance of the Property and the Tenant has full contact at all times with us, your Agent. You have the added peace of mind that as well as Tenants being able to get hold of us during office working hours, we also offer an out of hours phone service so emergencies that may arise when the office is not open can always be dealt with.

Letting and Rent Collection Service

We take care of all matters arising from the letting and rent collection of the Property, but in respect of management/maintenance of the Property the Landlord chooses for the Tenant to contact them directly

Tenant Search Service

We take care of all matters arising from finding a Tenant for the Property, however, once the tenancy has commenced the Tenant has full contact with the Landlord

The exact services provided and charges made in respect of each of the above are outlined in detail in our Terms of Business Agreement, a copy of which is attached

Vital key points to the successful letting of your Property

At **Marilla Garland Property Management Limited** we know that there are key points vital to you, the Landlord, in respect of successful letting of your Property and we wish to outline now our procedure on just a few of these:

Free Valuations

We will visit your Property at a time that is convenient and you will be advised on the expected rent and we will guide you on every aspect of the letting of your Property.

Marketing of the Property

Every Property we are appointed to let receives full coverage on our Rental list and web site, with links through to other appropriate web sites. We advertise our clients' properties in the Cambridge Evening News Property News on a weekly basis.

We like to use a good selection of pictures in respect of each Property. Prospective Tenants are curious before they visit Properties and so therefore as well as presenting external shots of your Property we also like to use a good selection of internal shots with your permission.

Specialist details are drawn up where appropriate and whilst we would always recommend a TO LET board, we do appreciate that from time to time this is not appropriate. A TO LET board will therefore only be erected with your permission.

We would ask that you sign the enclosed Terms of Business Agreement to enable us to commence the marketing of your Property. We also require a set of keys to be provided to us at this time please

Finding the right Tenant

From the extensive advertising that we carry out, as well as our close ties with companies in the area and both local and national relocation agents, we aim at all times to find the right Tenant as quickly as possible. Stringent reference and credit checks are always carried out and where appropriate guarantors are also taken. We request that Tenants pay their rent by standing order and throughout the tenancy, the damage deposit paid by the Tenant is held by The Deposit Protection Service (www.depositprotection.com)

Guidance and Advice in respect of letting the Property and preparation of Tenancy Agreements

Tenancy Agreements: We always remember that one of the most important aspects of letting is the legal contract and ensuring that where appropriate head leases are allowed for. The majority of Tenancy Agreements fall under the Housing Act 1988 (and subsequent amendments) but it is sometimes appropriate for the contract to be a Non Housing Act Agreement. We use our expertise to know the exact format to use to ensure the proper protection of you, the Landlord. We use our own, thorough Assured Short hold Tenancy Agreement which is based upon the RICS Agreement. Our experience of the years has enabled us to extend this where necessary to endeavour to cover every eventuality

Gas Safety Certificates: It is a legal requirement of The Gas Safety (Installation & Use) Regulations 1994 that all gas boilers and gas appliances are checked annually by a CORGI registered fitter. We must have a copy of the certificate for our records as a condition of the Regulations before the Property is let out. We can arrange for this to be done on your behalf by using the independent CORGI registered engineers that we use.

Compliance of Furnishings: The Fire and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993 impose fire safety requirements in respect of domestic furniture. In general, the requirements are that upholstered articles must have a fire resistant filling material, cover fabrics must have passed the match resistance test and the combination of the cover fabric and the filling material must have passed the cigarette resistance test. Furniture made before 1950 is exempt and items bought new after 1988 should meet the requirements

Compliance of Electrical Equipment: The Electrical Equipment (Safety) Regulations 1994 outline that any person supplying equipment must ensure that it is safe and will not cause danger and that it satisfies the safety requirements of the 1994 Regulations. There is no mandatory requirement for the equipment to undergo safety testing, nor be checked by an approved contractor, however we strongly advise for a safety check to be carried out just prior to the first tenancy commencing and then thereafter at least every two years

The transfer of rents and monthly accounting

On receipt of the rent each month we will, once funds have cleared, automatically arrange for the transfer of balance monies, less our fee, into your account. Rents are payable from the Tenants in line with their tenancy commencement date and we then pay the balance monies over to you, the Landlord, in line with this. We will need your bank or building society details for the transfers to be made, or payment can be made by cheque if you prefer.

Maintenance and Management of the Property

If you choose to opt for the full Letting and Management Service we would ask that you let us know on the Landlords Schedule of any tradesperson you would prefer us to use on your behalf. If you do not elect a particular tradesperson we have over the years built up a good network of tradesmen in respect of all works that we can appoint on your behalf. **There are no hidden surcharges from us in their invoices.**

We will always contact you if a job that needs to be carried out is a major one and indeed, in such cases, except for emergencies, you will always receive at least two written quotations arranged by us.

If the job is small, we will arrange for it to be done as soon as possible to minimise fuss for both you and the Tenant. From the beginning, we will agree an amount that we can spend before we have to seek your approval, unless it is an emergency and action must be taken.

We will arrange payment of maintenance jobs on your behalf out of rental monies received and this will be outlined on the monthly rental statement together with a copy of the invoice for the works carried out. In respect of larger jobs it may be necessary on occasion for us to liaise with you over making separate payment prior to the job commencing to ensure prompt payment of the invoice once presented.

Not only can Tenants report maintenance problems to us during working hours, but we also offer an out of hour's telephone contact service. We would much prefer Tenants to be able to get hold of us, and if there is an emergency situation we can action it efficiently, again being able to utilise the firms that we use.

If we are fully managing the Property we will carry out quarterly inspections to report back on how the Tenant is looking after the Property and if appropriate on any maintenance issues that we find. These are not structural surveys, but we will report back on all our visual findings

Utilities

We will read the gas, electricity and water meters at the time of the Tenant moving in, however it will be necessary for you to arrange your final bills at the time of your departure. Please arrange for any phone lines to be disconnected prior to Tenants moving in. We would request that you let us have details of the Utility companies supplying the Property.

In respect of council tax we advise that you contact the council directly to also notify them of your departure. We will notify the council in writing of the Tenants details.

Inventory

We need to advise you of the importance of having a detailed and professionally prepared inventory in place for the Property in respect of fixtures, fittings and furniture prior to the first tenancy commencing. We would strongly recommend that you allow us to draw up a detailed inventory, the cost of which will be confirmed on an individual basis but as a guide we have referred on a separate sheet to our minimum charges. If you do choose to draw up your own inventory though, we will give you some essential pointers for the preparation. We do include a photographic inventory in those prepared by us.

Tax

It will be necessary for us to discuss with you the tax implications of letting your Property if you intend to be overseas at all during the period of the let. If the Landlord is either permanently non-resident or temporarily non-resident then we are governed by the rules and regulations contained within the Taxation of Income for Non-Resident Landlords Regulations 1995 to retain 22% (or the basic rate of tax prevailing at the time) of the rental income. If you have been approved under the Self Assessment Regulations, you are exempt and we do not have to retain funds. Should you require advice or discuss ongoing retained services of an accountant in respect of Tax issues we can highly recommend Day Associates on Regent Street, Cambridge

Void Periods

During any periods in which the Property is unoccupied by either the Landlord or any Tenant a representative from Marilla Garland Property Management Limited will visit the Property no less than once every fortnight with a view to ensuring the Property is secure. At the appropriate time of year (November to March inclusive) we will also ensure that the heating is either allowed to run on a low heat to aid the prevention of burst pipes or if you would prefer, arrange a drain down on the properties heating system. The cost of the drain down will be met by you, the Landlord.

Insurance Advice

We are able to introduce our clients to very comprehensive Landlord Buildings and Contents insurance at very competitive rates through our close ties with N W Brown Insurance Brokers on Regent Street, Cambridge

Mortgage Advise

Through our strong links with local brokers, should you require any advice on Buy-to-Let mortgages and any other associated services we are easily able to arrange for you to meet with the right person in order to sort out your requirements

Other Services

We believe that the successful letting of a Property relies not only on the Property and its location but also on the furnishings (if choosing to let furnished) provided. For those Landlords who are thinking of letting out for the first time, especially if the Property has been purchased for investment, or appreciate that a Property after several years of being in the rented sector needs bringing up to date, we at Marilla Garland Property Management Limited can provide a full furnishing service. We will see the project right through from start to finish and are happy to discuss the individual requirements of each case. Our normal project management fee for carrying out this work is 12.5% of the cost of the furnishings and many Landlords see this as a small price to pay for taking away the headache of furnishing their investment.

We are also able to offer a comprehensive refurbishment service which can again be utilised by all Landlords. It is often only possible to get such necessary works done between tenancies and we appreciate the need to have all the quotations approved well in advance to ensure the refurbishment of a Property can proceed as smoothly and as quickly as possible for voids in rent to be kept to a minimum. Our normal project management fee for arranging and overseeing such work is 15% of the cost of the refurbishment works.

Due to our extensive knowledge of the market in Cambridge and the surrounding villages we are in a position to offer a Property search service for purchasing the right buy-to-let Property. This service is designed to take the time and effort involved in searching for the right Property, away from you. We have strong links with Cambridge Estate Agents and at all times we will be working solely on your behalf. If at any time you wanted to discuss this service further then a meeting to clarify your requirements would be recommended.

A Guide to the First Time Landlord

Potential Tenants have an increasing choice of Property available to them to rent, especially in Cambridge where we have seen extensive new developments being built in the last few years alone.

Property should therefore be presented on the market in a well presented and clean condition. Here are just a few pointers which we hope you will find helpful:-

- Gardens both to the front and rear of the Property should be as neat as possible
- Exterior paintwork should be in good order, especially the front door as first impressions are always lasting
- Do get windows cleaned. It is amazing how much extra light this will bring into a Property
- Please make sure that all light bulbs are working. It can be hard to show a Property in the dark!
- Take a step back and look at internal decoration. If paintwork is tired it will be noted by potential Tenants. A fresh lick of paint in light and neutral colours can transform a room.
- Kitchens: A modern kitchen is always high on a potential Tenant's list, however we are not suggesting that you rush out and fit a new kitchen. Sealant and grouting should be clean, cupboard hinges sound, work surfaces in good order and flooring easy to clean. We do advise leaving a cooker as essential and flexibility over white goods should be considered.
- Bathrooms: Again, an area high on a potential Tenant's list. We strongly advise providing a shower unless it really is not financially feasible. Again, whilst potential Tenants will always rate a modern bathroom as being high on their priority list, the key again is to ensure that sealant and grouting is clean, the suite is presented in a clean condition and flooring suites a bathroom and is easy to clean.
- If you are still living in the Property when it first goes onto the market, please de-clutter as much as possible during the marketing period. In this respect, if the Property is going to be let furnished it is really helpful if we could have a list of any furniture that WILL NOT be staying for the let. On the whole we do not advise leaving pots and pans, cutlery, crockery and other kitchen items even when offering the Property furnished. We do advise always leaving a Hoover for a furnished let though.
- We would always recommend that if your Property has a garden that a basic set of gardening tools and lawnmower are provided by you for the Tenant. These items will be included of course on the inventory.
- Loft space. If you intend to exclude your loft space from a let then it is essential that you arrange for some sort of lock system to prevent access by Tenants. We should have a copy of the key in our office though.
- Garage and shed space. If you are providing these to a Tenant, except for gardening equipment, we would recommend that you leave these areas empty. If you do wish to keep them for your own purposes for storage then again they should be locked and secure to prevent access by the Tenant

If we are instructed in a Rent Collection or Tenant Introduction role only, may we request that you run through the following check list to make sure that the property is ready for when we meet the Tenants there to move them in to the property. We raise these points specifically under these services as you are not authorising us to spend any monies on your behalf. Therefore, unless instructed formally by you (and we are happy to oblige) we will work on the assumption that you are dealing with the following points in advance of the tenancy start date.

1. **A full set of keys** has been provided for the house (we don't retain our viewing set of keys under this service so they can be included in keys that will be provided to the tenant). This should include at least 2 sets of front door keys, one back door set and any window keys, gate keys and garage door keys. Ideally, if these can be handed over to us in advance we will photocopy the keys as a photographic record.
2. **Cleaning.** The property should be clean and tidy for the tenants moving in as in all cases, however under this type of instruction we will assume that you have this in hand, UNLESS you ask us specifically to arrange for a clean to be done.
3. **Garden.** Again we will assume that you are going to ensure that the garden is in good seasonal condition (if appropriate) and that any tools provided are in working order
4. **Appliance and boiler instructions.** May we ask that you provide a copy of all instruction manuals for any appliances and for the boiler in advance of the Tenancy commencing.
5. **Landlord Gas Safety Certificate (if appropriate).** May we request that you provide us with a copy of the Gas Safety Certificate for us to copy for our file and to have ready for the move in file as it is essential that tenants are given a copy.
6. **Your preferred contact details.** Please provide a list of your preferred contact details for the tenants to have – some landlords choose not to hand out home phone numbers but a mobile number and email address are both advised as means of contact with your tenant. It is essential that they know how to get hold of you directly though. You may even have contractors who you use regularly whose details you are happy for your tenants to have although this may only be in an emergency if you are away. If you are going to be away on holiday, it is essential that you let your tenant know so that they know who to call in your absence if there is a problem. With prior arrangement we are happy for this to be us.

The legal requirement for an Energy Performance Certificate from 1st October 2008

Key points

- from 1 October 2008, an EPC will be required whenever a building in the social or private rented sectors is let to a new tenant
- a building can be: the whole of a building; or part of a building where the part is designed or altered to be used separately. For residential purposes, 'designed or altered to be used separately' describes a unit that is self-contained, meaning that it does not share essential facilities such as a bathroom/shower room, wc or kitchen with any other unit, and that it has its own entrance, either from outside or through common parts, that is not through another dwelling
- landlords must provide an EPC free of charge to prospective tenants at the earliest opportunity and must provide a copy of the EPC to the person who takes up the tenancy
- the purpose of the EPC is to show prospective tenants the energy performance of the dwelling they are considering renting
- EPCs are valid for 10 years and can be reused as many times as required within that period. It is not necessary to commission a new EPC each time there is a change of tenant. However, once a more recent EPC has been produced for a dwelling, it will always supersede an existing one. Thus, where a number of EPCs are obtained for a property within the ten year period only the most recent one is valid
- an EPC is not required for any property that was occupied prior to 1 October 2008 and which continues to be occupied after that date by the same tenant. However, landlords may commission EPCs for these dwellings if they wish
- the EPC shows two things – the Energy Efficiency Rating (relating to running costs) and the Environmental Impact Rating (relating to the carbon dioxide emissions) of a dwelling. Each rating is shown on an A-G rating scale similar to those used for fridges and other electrical appliances
- the rating is accompanied by a recommendation report that shows how to improve the dwelling's energy efficiency. These two elements together form the EPC and the complete document must be provided to the new tenant. There is no statutory requirement to carry out any of the recommended energy efficiency measures stated in the recommendation report
- EPCs must be produced by an accredited assessor, but landlords are free to seek accreditation for themselves and their employees and so become competent to certify their own properties

At Garlands we have a firm that we use to carry out the EPC report. This has to be done prior to any marketing of properties now. If you have had your property on the sales market then it is likely that as part of your HIPS pack you have already got an EPC in place. This can be used for marketing the property on the Letting Market. If you do not then we will give you the details of the firm we use. You need to book them directly and they will invoice you accordingly and provide us with a copy of the certificate. We request that you book them directly because until we collect rent for the 1st time we will not have funds to pay the bill and also if you choose to go multi-agent the report can then be used by your successful agent.

NOTES PAGE FOR YOU:

On reading through this Brochure, you may find that you have some questions you wish to ask us or find that you want to make some notes for your own use. Rather than reaching for an old envelope to scribble your points down on, we hope you will find this page useful just for those reasons.

Landlords please complete this Questionnaire as fully as possible and delete any sections that are not relevant to your Property:

Landlord's Full Name(s): Please give the name in which the Agreement is to be made including Title, First Name and Surname:

Address of Property to be let:

Postcode:

Property Telephone Number:

Landlord's Correspondence Address:

Postcode:

Home Telephone Number:

Office Telephone Number:

Mobile Telephone Number:

Fax no:

E-mail Address:

Date Property is Available:

Anticipated Date of Return:

Approximate Period of let:

Property Details:	Furnished /	Unfurnished /	Part Furnished
Children Accepted:	Yes /	No	
Smokers Accepted:	Yes /	No	
Pets Accepted:	Yes /	No	
Parking:	Yes /	No	
Gardens:	Yes /	No	
Security Alarm:	Yes /	No	

(Please circle on all of the above as appropriate)

TV Aerial/Sky/Cable:
(Please stipulate)

Security Alarm Code:
and Maintenance Company
(If confirmed yes above)

Please specify if any part
of the Property or its
grounds are not to be
included within the let:

Type of Central Heating: *If Gas please confirm if you wish us to arrange Gas Safety Certificate*

Do you require us to arrange the Gas Safety Certificate? Yes / No

If you are providing your own Gas Safety Certificate we must receive this before the first tenancy commences

Do you require us to prepare the Inventory prior to the first tenancy? Yes / No

If you are preparing your own Inventory we must receive this before the first tenancy commences

Do you require us to arrange an Electrical Safety check prior to the first tenancy? Yes / No

Is the Property ... Freehold? Leasehold?

If your Property is Leasehold you must obtain consent to let prior to letting out for the first time.

Name of Freeholder/Head Landlord/Managing Agent:
.....

Address:

..... Post Code:

Payment of Rent:

Bank:

Account Name:

Account No: Sort Code:/...../.....

Bank Address:

..... Post Code:

UK emergency contact:

The details given should be of a person who has given permission for us to contact them in an emergency and who you have given authorisation to make decisions on your behalf:

Name:.....

Address:

..... Post Code:

Home Tel No: Office Tel No:

Mobile No: E-mail Address:

Mortgage:

If a mortgage exists over the Property the Landlord should obtain written consent for the letting from the Mortgagor prior to the commencement of letting the Property. If there is a mortgage on the Property please complete the following information:

Mortgage Lender:

Address:

..... Post Code:

Account No:

Insurance:

If you are not intending to use our insurance services, please complete the details below in respect of the insurance held on the Property. You should notify them of letting the Property out. Failure to do so could affect your cover:

Buildings Insurer:

Address:

..... Post Code:

Policyholder's Name:

Policy No: Renewal Date:

Insurance Contd:

Contents Insurer :.....

Address:

..... **Post Code:**

Policyholder's Name:

Policy No: **Renewal Date:**

Accountants:

If you are going to be residing abroad it will be necessary for you to complete an application form from the Inland Revenue for a Tax Exemption Certificate and we can give you the respective form if you do not already have one: If applicable please fill in the details of your accountant:

Firm:

Name of Contact:

Address:

..... **Post Code:**

Tel No: **Fax No:**

Maintenance & Repairs:

You may have contractors you would prefer us to use. Please give us their details in the space provided:

.....

.....

.....

Guarantees & Service Contracts:

Please provide us with information on any guarantees or service contracts on appliances etc:

.....

.....

.....

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.....

.....

Utility Providers:

To enable us to notify the Tenants correctly we would request that you advise us of the present utility providers:

Water: Tel No:

Gas: Tel No:

Electric: Tel No:

Phone: Tel No:

Keys:

We require at least one full set of keys to the Property for marketing. Once let sufficient keys for the Tenants should also be provided. Marketing cannot commence without keys. Please confirm number of keys provided:

Management Contract and Fees: Please confirm the level of service you require:

Full Letting and Management charged at 10% of the monthly rent:

Arrangement Fee: £50 (+ VAT)

Letting & Rent Collection charged at 7.5% of the monthly rent:

Arrangement Fee: £50 (+ VAT)

Tenant Search Service charged at 50% of the monthly rent:

(With a minimum charge of £350) (+ VAT)

I/we confirm that I/we have received and read the information provided within the Marilla Garland Property Management Limited Brochure.

I/we confirm that we have notified our insurers that the Property is going to be let out, notified and obtained consent from our mortgage lender if the Property is subject to a mortgage, and if the Property is leasehold received consent from the Freeholder/Managing Agent.

I/we are happy for Marilla Garland Property Management Limited to erect a 'To Let' board at the Property

Signed:

Name in block capitals:

Date:

Please return your completed forms to our registered office:-

The Yard
The Old Rectory
Carlton
Newmarket
Suffolk
CB8 9JZ

Tel: 0845 602 1116
01223 291242

Fax: 01223 291190

Email: lettings@marillagarlandproperty.co.uk

Web: www.marillagarlandproperty.co.uk

Contacts: Marilla Garland, Don Wheeler, Charlie Garland and Polly Wylie

We are happy to draw up the inventory on the Property for you. Not only will a written inventory be drawn up but we will take an extensive range of photos of the property which will be provided on a disc, both to you and the tenant. It is extremely important to have a good record of the condition of the property, its fixtures and fittings and where appropriate, the furniture. Whilst a written inventory will always give a good reference, it is in our opinion that the photos taken will also back this up extensively. The minimum cost of preparing an inventory is reflected below. These figures are based on either an unfurnished property or those offered with a general furnishing package. Where a property lands up being extensively furnished then an individual price will be quoted at the time:-

Property Style:	Unfurnished	Furnished
Studio	£50	£60
One bedroom property	£65	£75
Two bedroom property	£80	£90
Three bedroom property	£95	£105
Four bedroom property	£110	£120
Five bedroom property	£125	£135
Six bedroom property	£140	£150

All costs are subject to VAT

The seasonal condition of any outside space will be recorded as will the contents of any outside shed/outbuilding.

Additional up dates to the inventory are done as part of these initial charges unless there are substantial changes made to the property and or the furnishings provided

This Management Agreement is made on the 2011

BETWEEN

- (1) The Landlord
and
- (2) The Managing Agent

WHEREAS:

The Landlord has completed the Landlord's Questionnaire and wishes to retain the services of the Managing Agent on the terms hereinafter appearing and also as set out within the Landlord's Questionnaire as here follows:-

NOW WITNESSETH AS FOLLOWS:

1. Definitions

"Date of Commencement" means the date shown within the Landlords Questionnaire as being the date when the Managing Agent becomes responsible for managing the Property as show on the last page of the Landlord's Questionnaire.

"Managing Agent" means Marilla Garland Property Management Limited whose registered office is Heath Lodge, Tut Hill, Fornham All Saints, Bury St Edmunds, Suffolk, IP28 6LG

"Landlord" means the party name as given on the Landlord's Questionnaire

"Landlord's Questionnaire" means the detailed form completed by the Landlord indicating details of the Property to be let, services and Landlord's preferences generally and which forms part of this Agreement

2. Term and Termination

- i) The Landlord hereby appoints the Managing Agents to be managing agent for the Property and either party may terminate this Agreement with effect from expiry of the tenancy or by serving on the other party three months' notice in writing.
- ii) The Landlord duly authorised the Managing Agent to attend to and provide the level of services as indicated by the Landlord in the Landlord's Questionnaire
- iii) The Landlord may terminate the Agreement at any time before the start of the first tenancy by giving 24 hours notice and may also terminate the Agreement in the same manner with affect from the expiry of any tenancy at the Property

3. Landlord's Obligations

- i) To pay promptly to the Managing Agent all sums properly due to it without deduction or set off
- ii) To advise the Managing Agent of any change in circumstances of the Landlord from those shown on the Landlord's Questionnaire
- iii) To indemnify and keep indemnified the Managing Agent from and against al and any loss or damage liability whether criminal or civil and all and any legal costs and disbursements incurred by the Managing Agent in the course of fulfilling its obligations under this Agreement resulting from:
 - i) Any act of neglect or default of the Landlord or his agents employees or licensees;
 - ii) Any successful claim by any third party in respect of matters arising out of the Managing Agent's management of the Property
 - iii) Any breach by the Landlord of the provisions of clause 19 of this Agreement.PROVIDED ALWAYS that such liability has not been incurred through any default of the Management Agent in fulfilling its obligations under this Agreement to promptly and effectively comply with any notice serviced by any competent national or local authority requiring any works to be carried out at the Property

4. Managing Agent's Obligations

- i) The Managing Agent agrees with the Landlord to properly and effectively manage the Property in accordance with the terms of this Agreement
- ii) Save as referred to within this Agreement not to make any profit or commission (except insurance commission and mortgage commission) out of Managing Agent's management of the Property
- iii) To obey the lawful and legitimate instructions of the Landlord in connection with the Property and in circumstances where the Managing Agent is unable to obtain the Landlord's instructions or the instructions of any of his delegated representatives set out in the Landlord's Questionnaire to act in such a manner as the Managing Agent reasonably considers appropriate and to be in the best interests of the Landlord at the time
- iv) If required by the Landlord to undertake any legal action in connection with the Property to either recover any sums due or arrears of rent and to obtain possession of the Property and the Managing Agent shall be entitled to charge on to the Landlord solicitors costs that may be due in respect of this undertaking
- v) The Managing Agent will use all reasonable endeavours to keep the Property safe and secure and will advise the Landlord in circumstances where the Managing Agents considers repairs appropriate provided always that this will

not oblige the Managing Agent to incur any further or greater liability in connection with the Property and to advise the Landlord of any dilapidations at the end of each letting

5. Safety Checks

If the Landlord requests the Managing Agent will recommend safety check companies and organisations, which the Landlord may see fit to retain. Any such recommendation or such organisation is made on the basis of previous experience and is made without assumption of liability on behalf of the Managing Agent. The Landlord should satisfy himself with regards to suitability and effectiveness.

6. Refurbishments

The Managing Agent is prepared to assist in relation to refurbishments on a case by case basis subject to the Landlords prior written consent of the extent of works to be carried out under any refurbishment. In respect of refurbishment works with a value of over £2000 the Managing Agent may charge a project management fee, the charge for which will be agreed in writing with the Landlord prior to the works being carried out.

7. Non-Resident Landlords

If the Landlord is either permanently non-resident or temporarily non-resident within the UK then the Managing Agent is governed by the rules and regulations in the Taxation of Income from Land (Non-Resident) Regulations 1995. These Regulations require that income tax of 22% (or the basic rate) be deducted from all payments made to non-residents and paid over to the Inland Revenue quarterly, unless the Inland Revenue have confirmed in writing that rents can be paid gross without deduction of tax. Applications to receive rental income gross have to be made in writing to the Inland Revenue using a standard Inland Revenue form. This form can be provided by the Managing Agent or downloaded via the Internet. It is also the responsibility of the Landlord to deal with their own taxation affairs and to complete their own income tax returns and rental income statements for submission to the Inland Revenue. If required the Managing Agent can recommend the services of a Chartered Accountant whom, for a fixed fee, can assist with these taxation matters

8. Visiting of an empty Property

For any periods for which the Property may be empty either before commencement of the tenancy or after its expiry or during any period between lets the Managing Agent's sole responsibility will be to visit the empty Property fortnightly for the sole purpose of ensuring that the Property is secure. In addition the Managing Agent will also during the winter months (November to March inclusive) enter the empty Property to check for burst pipes and ensure that the heating is allow to run on a low heat to aid in the prevention of burst pipes, or with the Landlord's instruction to arrange for the central heating system to be drained down. Should the Landlord require the additional services of draining down the central heating system this will be facilitated by the Managing Agent who will retain a plumber to carry out the work whose charges will be the responsibility of the Landlord.

9. Court Attendance

Should the Managing Agent be required to attend any court proceedings in relation to the management of the Property by way of any insurance claim or possession proceedings etc the Managing Agent shall be entitled to charge at the rate of £50 for each hour or part thereof in respect of any time spent on court appearances or waiting in court.

10. Sale of Property to Tenant

In the event that the Landlord sells any Property which is or has in the previous 6 months been the subject to a management agreement with the Managing Agent to:

- (a) The Tenant of that Property where the Tenant was introduced to the Landlord by the Managing Agent, or
- (b) Any third party introduced by the Managing Agent to the Landlord

The Managing Agent shall be entitled to a commission of 0.5% plus VAT of the value of the Property being transferred

11. Disbursements

The Managing Agent will in respect of the Landlord make not charge for postage, facsimile and telephone costs incurred in the normal course of managing the Property. If costs are incurred in respect of matters beyond the routine property management these will be passed on to the Landlord

12. Rent

- i) Where practicable for the Managing Agent will procure a Tenant to enter into Standing Order arrangements in respect of payment of the rent which will be received by the Landlord once funds have shown as being received and cleared in the Managing Agents Client Account. Where this is not possible the Managing Agent will receive rent by way of cheque or cash.
- ii) In the event of non-payment of rent or arrears the Managing Agent shall be required to:-
- iii) Telephone the Tenant(s) at home and at work
- iv) Meet the Tenant(s) at the Managing Agents Office, at the Property address or at their place of employment (by appointment only)
- v) Write to the Tenant(s) with a 7 day Rent Reminder Letter
- vi) At 28 days, advise the Landlord and seek the Landlord's instructions in relation to Proceedings

- vii) At the point of two months' rent being in arrears to serve a Section 8 Notice on the Tenant(s)

13. Deposits:

- i) The Managing Agent will request from an incoming Tenant a deposit equal to a minimum of one calendar month's rent which will be collected by the Managing Agent and paid over to The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS99 6AA. Should there be a dispute over dilapidations at the end of the Tenancy, the Deposit Protection Service offer free dispute resolution for the Deposits held by them. The services is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service

14. Letting Contract

In Section 15 of the Landlord's Questionnaire the Landlord will indicate which of the Managing Agent's three levels of service are to be provided. For the avoidance of doubt the Managing Agents duties and responsibilities in respect of each contract are as follows:-

i) **Tenant Search Service:**

- Visiting the Property, establishing requirements and appraising on the letting potential
- Preparing file details on the Property having received back the completed Landlord Questionnaire and the signed Management Agreement, together with a set of keys for the Property
- Circulating the Property details to local contacts
- Carrying out advertising using Property Plus and the web
- Erect a TO LET board unless otherwise instructed
- Arranging viewings either with the Landlord or accompanied by a member of our staff
- Screening prospective Tenants
- Negotiating all tenancy details
- Obtaining Landlords approval where possible
- Taking up references
- Complying with the requirements of the Landlord's mortgage lender
- Arranging for the preparation of an inventory unless otherwise instructed (the cost of which is included in the Tenant Search Service fee)
- Arranging for a valid Landlords Gas Safety Certificate to be in place unless otherwise instructed
- Drawing up the Tenancy Agreement, supervising the Tenants signing of the Tenancy Agreement and to explain terms and clauses
- Collect payment of the first month's rent and deposit
- Handover of keys
- Forwarding money (net of Managing Agent fee), a statement and Tenancy documentation to Landlord

ii) **Letting and Rent Collection Service:**

- All of the services referred to in 14.i above and in addition includes:
- Making rent demands
 - Receiving all payments of rent
 - Submitting rents received (net of Managing Agents fee) to the Landlord, at the time of the monies clearing the Managing Agents Client Account
 - Automatic re-marketing of the Property if required by the Landlord
 - Negotiating tenancy renewals and increases in rent

iii) **Full Letting and Management Service:**

- All of the services referred to in 14.i and 14.ii above and in addition includes:
- Routine quarterly inspections to the Property
 - Maintenance supervision and advice
 - Payment on behalf of the Landlord of all outgoings
 - End of tenancy supervision of Tenant's deposit in conjunction with The Deposit Protection Service
- For the avoidance of doubt under this contract the Managing Agent shall be unconditionally authorised to spend sums up to £150 in respect of repairs on any single Property without the need to refer the matter to the Landlord but in respect of any expenditure above this amount prior authority will be sought from the Landlord and the Managing Agent will undertake to prepare at least two quotes in respect of anticipated expenditure where a value of expected works will be over £300

iv) **Dilapidations:**

- These will be assessed at the end of each Tenancy contract and an appropriate sum in conjunction with The Deposit Protection Service will be deducted from the deposit. Disputes will be handled in line with their arbitration service. The Landlord will be advised periodically of the state and condition of the Property together with any advice as to remedial works, which the Managing Agent considers, should be undertaken.

v) **Matters not covered by the Landlord's obligations:**

The Managing Agent's obligations under this contract do not extend to the following:-

- i) **Insurance:** Unless the Landlord has indicated to the Managing Agent that he requires the Managing Agent to arrange cover it shall not be the Managing Agent's obligation to insure the Property against any loss or damage. The Landlord shall be aware that insurance remain his responsibility and the Landlord should ensure that any insurance policy effected is valid for periods when the Property is empty and covers Property which is rented and not occupied by the Policy Holder.
- ii) **Visits to the Property:** The Managing Agent's obligations in respect of Property visits during any tenancy agreement provide only for one visit every three months. Where the Managing Agent is required to attend premises more often than this then the Landlord will be charged for such additional visits at a rate of £35 plus VAT per visit

15. References:

The Managing Agent takes steps to obtain a good selection of references on the Tenant, including using the services of a credit search company to provide credit references on prospective Tenants. In the event that a clean credit check is not forthcoming then the Managing Agent will require the Tenant to procure an acceptable guarantor who will be responsible for the rent and other covenants in a tenancy agreement

16. Inventories:

The Managing Agent benefits from many years of experience in the preparation of inventories. If the Landlord appoints the Managing Agent to prepare the inventory prior to the first tenancy commencing the Landlord agrees to pay for this service, the cost of which will be agreed prior to commencement. If the Landlord prepares their own inventory it should be done so in a detailed and well documented manner.

17. Contractors:

The Landlord is entitled to retain his own contractors for repairs, gardening and cleaning services but in such circumstances no liability will attach to the Managing Agent for any deficiency in the service provided or in respect of any fees accrued. Alternatively the Managing Agent will procure external contractors, gardeners and cleaners if the Landlord so requests and the cost of these services will, where paid for by the Managing Agent, be reimbursed to the Managing Agent by the Landlord on an indemnity basis. There are no hidden surcharges by the Managing Agent in the invoices provided by the preferred contractors procured by them.

18. Void Periods:

During any periods in which the Property is unoccupied by the Landlord or any Tenant the Managing Agent's sole responsibility will be to visit the Property once every fortnight with a view to ensuring the Property is secure. If the Landlord requires further or additional visits the Managing Agent's fees will be charged at a rate of £35 per visit

19. Safety Regulations

Whilst the Managing Agent makes no claim to be an expert in relation to safety regulations the Landlord should seek independent legal advice in relation to his responsibilities as a Landlord of let Property and should in any event be specifically aware of this obligations under the following legislation:-

- i) **The Furniture and Furnishing (Fire)(Safety) Regulations 1988 (as amended in 1993)**
- ii) **The Gas Safety (Installation and Use) Regulations 1998**
- iii) **The Electrical Equipment (Safety) Regulations 1994**
- iv) **The Provision of Smoke Detectors**

The Law in relation to the above is constantly changing and the Landlord shall be responsible for ensuring that he makes himself aware of his obligations under current legislation

The Landlord further warrants and represents to the Managing Agent that all furniture, fixture and fittings within the Property comply with all Regulations set out in clause 19i)

In addition in respect of the Landlord's statutory obligations under this clause 19 the Landlord may instruct the Managing Agent to effect safety checks in compliance with the Regulations referred to in 19.ii and 19.iii. Please refer to the Landlord's Questionnaire if this service is required

The Landlord agrees to indemnify and keep indemnified the Managing Agent in respect of any costs, claims, liabilities or judgements suffered by the Managing Agent as a result of a breach of the foregoing warranty or the Landlord's statutory duties under this clause 19.

20. Fixtures and Fittings

It shall not be part of the Managing Agent's obligations to check the effectiveness or suitability of electrical or mechanical appliances, which the Landlord has installed on the premises either at the commencement, or termination of the tenancy. The Managing Agent's obligation in that regard is to ensure that such items are present where they appear on an inventory at the commencement and end of any letting period.

21. Assignment

Nothing in this Agreement shall prevent the Managing Agent from sub-contracting any responsibilities hereunder not from assigning the benefit of this Agreement to any third party

22. General Provision

Any notice required to be served by either Party shall be served or delivered to the parties at the address shown for each of them on page one of the Landlord's Questionnaire

The headings shown in this Agreement are for reference purposes only and are not incorporated into this Agreement

Nothing in this Agreement shall be deemed to constitute any partnership or joint venture between the Landlord and the Managing Agent

English Law shall govern this Agreement and any dispute arising out of its interpretation shall be referred to the English Courts for determination

The failure by of the parties to enforce at any time or for a period any one of more of the terms and conditions of this Agreement shall not be deemed to be a waiver of them or to the right at any time thereafter to enforce all the terms and conditions of this Agreement

This Agreement shall supersede any management agreement entered into between the parties prior to the date hereof

Signed by or on behalf of the Landlord: Date:

Name in Capitals:

Signed on behalf of the Managing Agent: Date:.....

Name in Capitals: