



holdensproperty.com

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HOLDENS PROPERTY SERVICES LTD

TERMS OF BUSINESS

Property Address:	
Post code	
Landlord(s) Full Name(s)	
Correspondence address	
Post code	
Telephone No's:	
E-Mail Address:	
Bank details	
Name and full address of bank / building society:	
Name in which the account is held:	
Account number:	Sort code:
Please list any landlord insurance policies you have below	
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Do you have any special requirements?	
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If your property is in an area with a licensing scheme you must provide a copy of your licence

The terms and conditions set out in this document are our standard terms of business. To avoid misunderstandings, please obtain written confirmation of any verbal assurances made by any of our representatives who may promise or imply any changes to these terms. The purpose of this document is to set out clearly and concisely the extent of the services offered and the scale of fees charged.

REFERENCES are always available for inspection by the Landlord prior to the signing of the Tenancy Agreement. Ultimately the Landlord must satisfy him/herself as to the suitability of any tenant introduced.

STATUTORY OBLIGATIONS - FAILURE TO COMPLY IS A CRIMINAL OFFENCE!

- Before allowing occupation, proof of compliance with Statutory Safety Legislation/Duty of Care in respect of Gas, Electric and Soft Furnishing regulations is required.
- Gas (where applicable) & electric supplies must be connected and meter cards/keys made available for checks to be carried out.
- The Landlord authorises us to use our best endeavours to ensure compliance with statutory safety legislation, the cost of all inspections, remedial work, removal or replacement of furniture or appliances to be borne by the Landlord.
- Gas appliances must be checked annually by a Gas Safe engineer and electrical appliances tested. A portable electrical appliance test and cursory visual installation check will be carried out before the commencement of every tenancy. The purpose of these checks is to ensure an appliance or installation is safe, not that it is operational. All soft furnishings must comply with current legislation. Costs will be borne by the Landlord and where our contractors are used, costs include our administration fees.
- Energy Performance Certificate (EPC) This checks the energy and environmental impact of your property and will be rated on a scale from A-G, non compliance will result in a £200 fine.

PERMISSION TO LET: Landlords to obtain written permission to let the property from their Mortgagee, Freeholder and Insurers

CLEARED FUNDS: We reserve the right not to instruct any contractor until in receipt of cleared funds.

Sale of Property: In the event that a sale of, or acquisition of an interest in the property (whether by transfer of the clients interest in the property or the granting of a lease) should be agreed to by the tenant, any associated party or any person introduced at any time by Holdens Property Services Ltd, leading to an exchange of contracts, Foundations will be entitled to commission on the sale at the minimum rate of 1% plus VAT of the sale price. The Landlord remains responsible for our letting fee whilst the tenant remains in the property. The commission will become due upon exchange of contracts, but we will defer payment until the date of completion of sale. In the event of property being sold passed on with benefit of a tenancy, our fees will remain due and payable by the original landlord for the duration of the tenancy and for any extensions, renewals or periods of holding over thereof, regardless of whether negotiations for the sale of that property have been carried out by us.

Holdens Property will offer Landlords a preferential sale rate if they sell their property through our agency.

Sole Lettings Rights: By signing these Terms & Condition you instruct us to act on your behalf as your agent with you full authority to act on your behalf in connection with the letting and management of the property. It is also agreed that only the agent may let the property.

KEYS:

- **Properties are let quicker when we hold keys thus increasing rental income.**
- Tenants often visit our offices without an appointment so holding keys allows us to show the property immediately.
- Without keys, tenants may be suited elsewhere.
- Tenants are frequently late or fail to keep appointments causing inconvenience and annoyance to Landlords or existing tenants who may have made special arrangements to grant access.
- Keys held are security coded and prospective tenants are always accompanied to vacant properties. The property will be left as secure as the keys supplied allow.
- Should the property be tenanted, the existing tenancy agreement should permit access for viewing

INCLUDED IN THE TENANCY: Please advise us in writing which items of furniture and electrical goods etc belong to you and are to be included in the tenancy. Without this we can accept no responsibility for any errors.

HOUSING BENEFIT REFUNDS: (Rent Processing & Management only): The Landlord undertakes to immediately reimburse any monies received via us from Housing Benefit should said monies be reclaimed by Housing Benefit for any reason whatsoever.

AUTHORITY (Delete if not required): The Landlord authorises us to sign and execute the tenancy agreement on their behalf and to grant occupation to a tenant on or after the date confirmed in this agreement as the date on which the property will be available for occupation, without further referral to the landlord, providing we are in receipt of references we believe to be satisfactory, a deposit equal to not less than one month's rent and a month's rent paid in advance. (Unless the Landlord has agreed to accept a Tenant claiming Housing Benefit or similar, in which case we may waive the month's rent in advance).

SIGNING OF THE TENANCY AGREEMENT: The Landlord agrees to sign the tenancy agreement if so requested.

THE DEPOSIT is held as security against damage, rent arrears and any other breaches of the tenancy agreement. From 6th April 2007 all tenants' deposits held on Assured Shorthold Tenancies must be protected by one of three schemes. Company Lets and other forms of tenancies are exempt. There are two insured schemes where either the agent or the landlord may hold the deposit, or a Custodial Scheme which is free of charge but the scheme holds the deposit. Further details on the scheme operators are set out below.

- **My Deposits (Insured scheme):** 3rd Floor, Kingmaker House, Station Road, New Barnet, Herts, EN5 1NZ. Tel: 0871 703 0552
Fax: 08456 343403 E: info@mydeposits.co.uk W: www.mydeposits.co.uk
- **The Dispute Service (Insured scheme):** PO Box 541, Amersham, Bucks, HP6 6ZR.

- **The Deposit Protection Service (Custodial scheme):** The Pavilions, Bridgwater Road, Bristol, BS99 6AA
Tel: 0870 7071707 Fax: 0870 703 6206 E: enquiries@depositprotection.com W: www.depositprotection.com

Should our fees exceed the first month's rent paid by the Tenant, then where possible and subject to us obtaining the Tenant's written permission, the excess will be deducted from the deposit. This practice is carried out purely as an accounting exercise to avoid the need for the Landlord to send additional funds to settle our account. In such cases the Landlord remains responsible for the full deposit.

THE TENANCY DEPOSIT SCHEME

- B 1. The tenancy deposit. We are a member of the Deposit Protection Service, which is administered by: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Tel: 0870 7071707. Fax: 0870 703 6206. Email: enquiries@depositprotection.com
- B 2. If we are instructed by the Landlord to hold the Deposit, we shall do so under the terms of the Deposit Protection Service.
- B 3. If the Landlord decides to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy, the Landlord must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions the Landlord must provide proof of membership together with a copy of the insurance policy before the Deposit can be released. Alternatively we will register the Deposit with Tenancy Deposit solutions on behalf of the Landlord. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme we will forward the Deposit to the DPS and register the details of the tenancy.
- B 5. At the end of the tenancy if covered by the Tenancy Deposit Scheme:
- B 5.1 If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- B 5.2 If, after 10 working days' following notification of a dispute to us or The Landlord and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to B 5.3 below) be submitted to the Alternative Dispute Resolution of The Deposit Protection Service. All parties agree to co-operate with any adjudication.
- B 5.3 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- B 5.4 We must co-operate with The Deposit Protection Service in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

INCORRECT INFORMATION: The Landlord warrants that all the information he has provided to us is correct to the best of his/her knowledge and belief. In the event that the Landlord provides incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken, the landlord agrees to reimburse and compensate us for all losses suffered.

CHOICE OF SCHEME PROVIDER: If the Landlord does not advise us of the scheme provider with whom they wish us to register the deposit, we will use our absolute discretion to register the deposit with whichever scheme we choose and advise the Landlord accordingly.

LANDLORDS RESIDENT OVERSEAS cannot hold the deposit and so the deposit must be held in the Custodial scheme.

LET ONLY SERVICE: We will forward the deposit to the landlord who is legally responsible for registering it.

INVENTORY, CHECK IN AND CHECK OUT – PLEASE READ THIS SECTION CAREFULLY

- **Under The Tenancy Deposit Protection Scheme, tenants must consent to any deductions made from the deposit!**
- In the event of a dispute that cannot be resolved, unless the disputed sum exceeds £5000, the matter will be referred to a free but binding dispute resolution service, (you can still choose to go to Court). In any event you will need to provide documentary evidence to prove the loss or damage you are claiming was caused by the tenant.
- Whilst it is not a legal requirement, if you cannot produce a detailed inventory, signed by the tenant at the start of the tenancy, together with a signed, and equally meticulous "Check In" and "Check Out" report, a case examiner working for any of the Protected Deposit Schemes, or a Court of Law, will almost certainly award the disputed sum to the tenant.
- You may draw up your own inventory and carry out the check in and check out but we advise against it.
- **5 days advance notice is generally required for us to arrange an inventory and check in.**

ENERGY PERFORMANCE CERTIFICATES (EPC): On all new tenancies commencing 1st October 2008 onwards it will be law to supply an EPC to the tenant. An EPC is valid for 10 years and looks similar to the energy labels found on domestic appliances such as fridges and washing machines. The energy efficiency and environmental impact of your property will be rated on a scale from A-G (where A is the most efficient and G the least efficient). Current running costs for heating, hot water and lighting will also be shown on the certificate, together with a list of recommended energy saving improvements. The fine for landlord's non-compliance is £200 but may in certain circumstances be significantly higher). The cost of an EPC is £80 plus Vat (£96 inclusive).

LICENSING FOR HOUSES IN MULTIPLE OCCUPATION (HMO)- HOUSING ACT 2004:

Most properties do not require licensing but our understanding is that properties affected are as follows:

1. Those with 3 or more storeys, including a basement or loft conversion(including split level flats with shops beneath)
2. Flats that are three storeys from the ground or higher – excluding (we understand) purpose built flats
3. Converted flats or bed sits that SHARE amenities such as a bathroom, kitchen or toilet facilities i.e. not completely self contained

We understand that licensing is required, where such properties are occupied by 5 or more people (including children) comprising 2 or more households, who share amenities i.e. bathroom, kitchen or toilet facilities. Further clarification should always be sought by the landlord directly with their local authority as failure to comply can result in a fine of up to £20,000.

We will be pleased to introduce tenants to properties requiring licensing (however unless the property is already licensed, we will not know if a license is required until the number of tenants taking occupation and their relationship is established). We will only accept instructions on a Tenant Introduction basis. Upon the tenants taking occupation, we will write to the local authority furnishing them with the Landlord's details and requesting an HMO License Application be sent directly to the Landlord. Further details concerning this legislation are available on our website.

OVERSEAS LANDLORDS: Landlords must apply for an exemption certificate to be issued to us permitting us to pay rent without deduction for tax.

- Only the Landlord can make the application which, if granted, will be issued directly to us.
- Form NRL1 may be downloaded from www.inlandrevenue.gov.uk/cnr/nr_landlords.htm. This must be completed and our reference (NA008620) included to link the application to us.
- Where a property is jointly owned, an application for each owner must be submitted as we are required by the Inland Revenue to have exemption numbers for all owners.
- There is also a form for Companies NRL2, or Trustees NRL3.
- Until an exemption certificate is received we are legally obliged to withhold tax at basic rate from net rental income. Where we do not process rent payments, landlords must advise their tenants to make this deduction.

FEES AND SERVICES

LET ONLY: 12% Inclusive of VAT (10%+VAT) based on the gross rental due for the term of the tenancy agreement plus VAT, ignoring any options to terminate by the landlord or tenant (subject to a minimum fee of £750 plus VAT £900 inclusive), payable wholly in advance upon us finding a Tenant who takes occupation of the property. Fees are not refundable unless we have acted negligently or in breach of this agreement.

A "Set UP" fee of £350 plus VAT (420.00 including VAT) is payable upon the introduction of a Tenant.

Service includes:

- Free consultation and assessment of market rental value
- Marketing your property, utilising major property portal websites and Holdens own website
- Arrange EPC certificate, Gas Safety certificate, Electrical test and PAT test, additional charges will apply – see page
- Accompanying tenants on viewing appointments (unless by special arrangement)
- Supervising the signing of the tenancy agreement
- Obtaining references (usually via an independent referencing agency)
- Obtaining deposit from Tenant
- Arranging for Tenant to sign standing order mandate □
- Arranging Rent guarantee & Legal Protection (Optional). Recommended additional services charged at £180 plus VAT (£216 inclusive) per referenced tenant per annum (subject to satisfactory references and terms and conditions).
- Collection of first months rent less our administration fees. We will arrange subsequent payments to be paid directly to you by standing order.
- Key cutting: £10 plus VAT (£12 inclusive) (in addition to cost of keys)
- Registration of Deposit – not available with this service
- Landlord Licensing Compliance Visit - £95 plus VAT per visit (£114 inclusive of VAT)
- Court Attendance £180 plus VAT per visit (£216 inclusive of VAT)
- Renewing a tenancy with existing tenant: (50% discount on the fee charge initially with previous contract)

It is further noted and agreed that if the landlord retains the existing tenants introduced by Holdens Property Services Ltd after the termination of our services, the annual fees are still payable to the expiration of each individual AST lease agreement expiration, our fee shall be charge with a reduction rate by 50% (half of the initial fee plus VAT. The total fees are due for settlement upon demand.

RENT PROCESSING -14.4% inclusive of VAT (12% + VAT) per annum based on the gross rental due for the term of the Tenancy Agreement, plus VAT, ignoring any options to terminate by the landlord or tenant £200 increase (subject to a minimum fee of £950 plus VAT £1,140 inclusive). Subsequent extensions or continuations of the Tenancy to any of the tenants in the original tenancy agreement are charged at the same rate and manner for each year or part of year, irrespective of whether or not we have prepared new documentation (which may not be required). Fees are not refundable unless we have acted negligently or in breach of this agreement.

A "Set UP" fee of £350 plus VAT (420.00 including VAT) is payable upon the introduction of a Tenant.

As Let Only plus:-

- Forwarding of rents received, less agreed deductions - paid directly into Landlord's designated account via our bank.
- Rent statements
- Sending of arrears letters
- Administering Rent Guarantee Insurance Claim (if landlord has such insurance) in the event of non payment of rent Optional additional Services:
- Key cutting: £10 plus VAT (£12 inclusive of Vat) (in addition to cost of keys)
- Registration of Tenancy Deposit: £50 plus VAT (£60 including Vat) (plus Scheme Provider's fees).
- Redirection of post: Please arrange this with the post office.
- Court Attendance for Eviction: £180 plus VAT (£216 inclusive of Vat) per visit
- Landlord Licensing Compliance Visit - £95 plus VAT (£114 inclusive of Vat) per visit

It is further noted and agreed that if the landlord retains the existing tenants introduced by Holdens Property Services Ltd after the termination of our services, the annual fees are still payable to the expiration of each individual AST lease agreement expiration, our fee shall be charge with a reduction rate by 50% (half of the initial fee plus VAT. The total fees are due for settlement upon demand.

HOLDENS PROPERTY SERVICES LTD WILL TAKE THERE FEE FOR THE YEAR UPFRONT IF YOU DO NOT TAKE OUT RENT AND LEGAL PROTECTION INSURANCE.

MANAGEMENT: - 16.8% inclusive of VAT (14% plus VAT) per annum based on the gross rental due for the term of the Tenancy Agreement, plus VAT, ignoring any options to terminate by the landlord or tenant (subject to a minimum fee of £950 plus VAT £1,140 inclusive). Subsequent extensions or continuations of the Tenancy to any of the tenants in the original tenancy agreement are charged at the same rate and manner for each year or part of year, irrespective of whether or not we have prepared new documentation (which may not be required). Fees are not refundable unless we have acted negligently or in breach of this agreement.

A "Set UP" fee of £350 plus VAT (£420.00 including VAT) is payable upon the introduction of a Tenant.

As Rent Processing service plus:

- Property visits (£60 plus VAT £72 inclusive per visit)
- Arranging running repairs up to £250 as made aware (providing sufficient funds are held)
- Advising Landlord of any breaches of the Tenancy Agreement as we are made aware
- Ensuring compliance with Landlords statutory obligations providing sufficient funds are held
- Registration of Tenancy Deposit: £25 plus VAT £60 inclusive (plus Scheme Provider's fees).

Optional additional services:

- Key cutting: £10 plus VAT £12 inclusive of Vat (in addition to cost of keys).
- Redirection of post: Please arrange this with the post office.
- Court Attendance for Eviction: £180 plus VAT £216 inclusive of Vat per visit.
- Landlord Licensing Compliance Visit - £95 plus VAT £114 inclusive of Vat per visit.

It is further noted and agreed that if the landlord retains the existing tenants introduced by Holdens Property Services Ltd after the termination of our services, the annual fees are still payable to the expiration of each individual AST lease agreement expiration, our fee shall be charge with a reduction rate by 50% (half of the initial fee plus VAT. The total fees are due for settlement upon demand.

HOLDENS PROPERTY SERVICES LTD WILL TAKE THERE FEE FOR THE YEAR UPFRONT IF YOU DO NOT TAKE OUT RENT AND LEGAL PROTECTION INSURANCE.

Rent Recovery Plus & Legal Protection

For Landlords who wish to protect their rental income we can purchase a Rent Recovery Plus product via FCC Paragon and note you as having an "interest in " this policy. Having an interest in this policy means that you may be able to benefit should a successful claim be made.

Brief details of the product are below:

- Eviction of Tenants for non-payment of rent
- Eviction of unauthorised occupants
- Eviction of tenants following an expired section 21 notice
- Eviction of a tenant following a claim for possession in accordance with section 2 of The Housing Act 1996
- Legal Expenses limit of up to £46,000
- Up to a maximum of 5 month's rent payments from the date of the first arrears
- Can also pay 2 months at 50% of the rent payable once vacant possession has been obtained and the property is being re-advertised

HOLDENS PROPERTY SERVICES LTD WILL TAKE THERE FEE FOR THE YEAR UPFRONT IF YOU DO NOT TAKE OUT RENT AND LEGAL PROTECTION INSURANCE.

CHANGES TO FEES AND OPERATING PROCEDURES: In line with most businesses, we reserve the right to vary our fees and operating procedures from time to time. We will of course advise clients of any such changes by giving not less than one month's notice.

Council Tax

Payments relating to council tax will be the responsibility of the tenants in the property, however if the property remains vacant it will be your responsibility to meet the necessary payments.

Holding Fees & Deposits

A holding fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the agent against any administrative expenses that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the landlord against loss of rent due to the tenants decision to withdraw.

Upon signing a tenancy agreement, the agent will take a damage deposit up to five weeks rent from the tenant in addition to any rents due. The purpose of the damage deposit is to protect the landlord against loss of rent or damage to the property or its fixtures and fittings during the tenancy itself. It will be held by the Deposit Protection Service and will be refunded back to the tenant (less any charges due) at the end of the tenancy.

Termination of Management Services with Holdens Property Services Ltd

Either party (Holdens Property Services Ltd or the landlord) may give notice of their intention in writing to terminate this contract 30 days prior notice. All respective tenancy monthly service fees, managed by Holdens Property Services Ltd on behalf of the landlord will become due to the expiration of each individual AST tenancy agreements or the equivalent of one month's rental income per property whichever is the greater.

Landlords should be aware that any tenancy agreement entered into on the landlord's behalf is a legally binding agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the landlord as soon as possible. Landlords should be aware that the minimum legal notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

Indemnification

- a) The Landlord hereby agrees to indemnify Holdens Property Services Ltd for any action resulting from the failure to ensure the property is safely let.
- b) The Landlord warrants that all information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate Agent for all losses suffered.

Inherent Problems: The Landlord is responsible for the resolution of all outstanding repairs, maintenance and any other matters which originated prior to the signing of this agreement.

Payment of Rent: Other than in exceptional circumstances, rent received less agreed to deductions, will be forwarded directly to the landlord's bank by electronic funds transfer within three working days of the Agent receiving cleared funds. The landlords must supply the Agent with their correct banking details and allow time for their bank to clear the Agents payment.

Keys: The Landlord is responsible for ensuring the Agents management department is supplied with at least one full set of property fitting keys at all time (including internal doors, window locks, back door, padlock keys to sheds, side entrance, interior & exterior meter boxes). All keys should be clearly marked and checked by the Landlord. Notification of receipt of keys will be sent if requested. Costs incurred for damage to property or injury to any person as a result of keys not fitting or not being supplied to the Agent is the responsibility of the Landlord. Notification of receipt of keys will be sent if requested.

Warranties: All applicable warranties/ service agreements must be sent to the management department of Holdens Property. In the event a tenant reports a fault, we will check the documentation provided. In the absence of any documentation we will arrange for our own contractor to attend.

Routine Property Inspections: The agent's clerks are not qualified surveyors and consequently comments will only be made with regards to general decorative order manner in which the property is being maintained. Should a more detailed report be required: e.g. with regard to the condition of the roof, central heating, etc. it will be necessary to instruct an expert who may charge a fee. The visits will be at six month intervals during the tenancy.

Additional Visits: These are chargeable at the rate of £65 plus VAT each. Such visits include extra 'routine' inspections as aforementioned. Follow up visits to ensure tenant's compliance with respect to a notice served to carry out repairing obligations, (such charge being reclaimable from the tenant under the tenancy agreement) and any other visits not covered under 'Routine Property Visits'

Statements: Statements will be sent by email (unless no rent for that period has been received). Photocopies/ faxes/e-mails (Within UK) of statements and other documentation requested will be charged at the rate of £3.00 plus VAT per document (Inc. Photo copying, scanning, administration costs and postage).

Operating Instructions: Operating instructions for all appliances, boilers, heating systems and/ or air conditioning systems must be left at the property in a prominent location (preferably displayed on a notice board) and a copy given to Holdens Property Ltd to hold on file,

these must clearly explain how each appliance/ system operates. In the event of injury to a Tenant as result of misusing an appliance, a court may uphold a claim against the Landlord in the event that no instructions were available to ensure safe operation of the appliance.

It is the responsibility of the Landlord to ensure operating instructions are provided for burglar alarms. The Landlord must ensure the Agent is supplied with full operating and emergency call out details. As our staff are not trained engineers it is impossible for them to determine whether an appliance/system is faulty or a tenant simply doesn't know how to use an appliance/system. This could result in an unnecessary call out fee.

Late rent payments

- It is the contractual responsibility of the Tenant to pay the rent.
- The Agent cannot force a tenant to pay rent or personally evict them. This cannot happen through due process of law.
- The Agent will endeavour to contact the Tenant by telephone and send written rent reminders as deemed appropriate in an effort to obtain the rent.
- In the absence of a rent guarantee/ legal protection insurance policy, a notice under section 8 of The Landlord and Tenant Act will be served upon the tenant when the level of rent arrears exceeds two months. (Under the Housing Act, this is unable to be served any earlier). A charge of £95+ VAT will be raised for this but is reclaimable from the tenants deposit under the terms of the Tenancy Agreement. In the event that no rent is forthcoming thereafter, the Landlord should instruct a solicitor to continue proceedings for eviction and recovery of outstanding rent.

Housing Benefit refunds

The Landlord will immediately reimburse to the Agent all monies received by the Agent from local Authorities Housing Benefits Department which the Agent has already paid to the Landlord should any such monies subsequently be reclaimed from the Agent by Local Authorities Housing Benefit Department for any reason whatsoever.

The Protection From Eviction Act 1977

Only a court of law can evict a tenant. Neither the Landlord nor his/her Agent can regain possession of a property from an unwilling Tenant without a court order. To do so is a criminal offence punishable by a fine or imprisonment. Harassment e.g. cutting of services, changing locks etc. is also a criminal offence.

Obtaining Possession

Landlords must give at least two months' notice under The Housing Act if possession is required at the end of, or after the expiry of a fixed term tenancy agreement. This procedure involves serving a Notice Requiring Possession under Section 21 of the Housing Act.

The Agent will not serve this notice unless instructed by the Landlord in writing to that effect.

Court Appearances

Should the agent be required to act as a witness in court, this is not part of the Agents Management Service and as such will be charged separately at an hourly rate depending on the seniority of the person dealing with the matter. Such fees are payable irrespective of the outcome of any legal proceedings.

Court Proceedings & legal claim costs & expenses: Any legal fees or administration costs and expenses incurred by Holdens Property Services Ltd in the processing or serving of eviction and legal/ monetary collection issues, the costs/ fees & expenses to the court services are payable by the Landlord. In certain cases, settlement will need to be made to the managing agent prior to any action being undertaken or issued.

Move in

Standard- After supervising the signing of the Tenancy Agreement the Agent will give the Tenant the keys to the premises together with a copy of the inventory to sign and return. The inventory is deemed to be accurate and binding should the Tenant not advise the Agent in writing of any inaccuracies within 7 days of the commencement of the Tenancy.

Postage: Postal charges exceeding that of a 1st class stamp in the UK will be passed on to the Landlord. Landlords should contact the Post office to arrange for their post to be redirected as forwarding of post is not part of the agent's management service and will be charged at the rate 50p per letter forwarded plus postage.

Damage & Compensation

Fair wear and tear must be accounted for, the degree of which is dependent upon the number of persons in occupation. Landlords must allow for a greater degree of wear and tear from a family of four than from a single person. If there are to be children or animals in the property this should also be taken into account.

The Tenant is not required to leave the premises in a better condition than at the commencement of the tenancy or pay compensation to the Landlord in excess of the value of the actual damage caused. This reflects the likely view of a court or independent arbitrator.

Repairs

Holdens property Services Have a dedicated maintenance team who have years of experience in all areas of repairs. We are happy to provide quotes on any works that need carrying out, if you have your own tradesman you wish to use, we are more than happy to arrange access for them. If instructed Holdens Property will quote for repairs and all quotes are charged at £80 +VAT.

Move out Visit

The tenant will be asked to confirm an appointment for the day they vacate to enable the Agent to visit the property to check inventory and condition of the property and to take back all keys.

All personal effects are to be removed prior to the checkout report will take place in Tenants absence at the Agents earliest convenience. The tenant will be charged rent for the extra time they were in possession of the keys plus any other expenses incurred.

The Tenant's deposit will not be returned until the Agent is satisfied that no deductions are necessary. If, in the Agents opinion, the property has been damaged by the Tenants (fair wear and tear excluded), or items are missing, the agent will report to the Landlord and arrange for such repairs as the Agent considers necessary, replacing missing items and deducting the cost from the Tenants deposit.

The Agent does not test cookers, washing machines, dishwashers, tumble dryers and other such domestic electrical appliances at "Check out".

Insurance

The Landlord should insure the property and their own contents (to include public liability) for the full period of the tenancy and ensure policies are renewed on the appropriate dates. Landlords must check the terms of their insurance policies carefully to ensure they comply at all times. Failure to do so may invalidate the policy.

Vacant Properties

Landlords must advise their insurers whenever the property is vacant and adhere to all conditions contained therein. It is usually a requirement to ensure all water tanks are drained down to reduce the risk of leaks and burst pipes; although Landlords are advised to check their particular policy in this regard.

The Agent does not manage vacant properties but will arrange for tanks to be drained down if requested in writing at the time. This does not form part of this Management Agreement and a separate charge will be made.

Gardening

Quotes for gardening services will be obtained upon request.

Appointed Representative

The Landlord should ensure the Agent is provided with details of an appointed representative who is authorised by the Landlord to make decisions on behalf of the Landlord and who can provide funds in the event the landlord cannot be contacted.

Changes/ additions to this agreement

Holdens Property Services Ltd will accept no claim regarding changes of, or additions to any part of this document, whether promised or implied, by any of their representatives, either before or after the signing of this agreement, unless written confirmation to such effort from Holdens Property Services Ltd can be produced. Services that are not mentioned in this agreement are not part of Holdens Property Services Ltd.'s management service and must be agreed to separately.

Distance Selling Regulations

The tenant's rights to a 14 working day cooling off period under Consumer Protection (Distance Selling) Regulations 2000 will cease 7 working days after the tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

The Landlord's rights to a 14 working day cooling off period under the consumer protection (Distance Selling) Regulations 2000 will cease 14 working days after the landlord enters into the terms of business contract by signing this document.

Complaints Procedure: Holdens Property Services Ltd aims to provide the highest standards of service to our Landlords, but to ensure that your interests are safeguarded, we offer the following:-

- a) If you believe you have a grievance, please write in the first instance to Management at the address below:-
Holdens Property Services Ltd, 160-162 Cranbrook Road, Ilford, IG1 4PE.
- b) The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with "in-house" procedures. A formal written outcome of complaint will be sent to within 21 days.

If we require longer than the timescale we will advise you in writing and confirm our revised response date

- c) If you remain dissatisfied with the result of internal investigation, please contact Mr Patrick Coyne who will review the complaint.
- d) Following the conclusion of our in-house review, we will write to you our final written Statement.
- e) If you are dissatisfied with the conclusion of the in-house review complaint, you can refer the matter to The Property Ombudsman (TPO) Redress scheme:-

- f) For Complaints in relation to the FCC Paragon products/services or how these have been introduced to you please contact FCC Paragon directly by phone on 0844 375 9616, email emailenquiries@fccparagon.com or write to FCC Paragon, 4,5 & 6 Quay Point, Northharbor Road, Portsmouth, Hampshire, PO6 3TD.

The Property Ombudsman (TPO) Redress scheme

Holdens Property Services is registered with the Property Ombudsman (TPO), a government-approved redress scheme which is the largest of its kind with 65% of UK letting agents following TPO's unique Code of Practice. Our membership with TPO means we fully comply with the legislation, which means in the event of a dispute arising, if you are unsatisfied with the result of our own investigation, you can have your complaint independently reviewed by the Property Ombudsman, which provides a free, fair and impartial service.

BEFORE ALLOWING ACCESS TO A TENANT, WE REQUIRE:

1. A signed copy of this document
2. A signed Rent Processing / Management Agreement (where applicable)
3. A full set of keys (2 sets if the property is to be managed)
4. DOCUMENTARY PROOF of compliance with:-
5. The Gas Safety (Installation and Use) Regulations 1994 in respect of all gas appliances
6. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) in respect of soft furnishings

CONFIRMATION OF INSTRUCTIONS

- I / we confirm:
- I am / we are the owner(s) of the above-mentioned property.
- My / Our mortgage lenders, freeholder and insurers have given their written approval to let this property and there are no mortgage arrears on this property.
- I am / we are (resident in the UK) (resident overseas) and will advise you in writing immediately if this position changes.
- I/We authorise you to arrange for details of products or services that they believe may be of interest to me/us, to be sent to me/us, or for my/our details to be passed to other companies for the same purpose. (Delete if not acceptable) I will advise you in writing, of any changes to the aforementioned details.
- I / We confirm my / our full understanding and agreement to these Terms of Business and instruct you to endeavour to find a tenant.

You are instructed as sole letting agents for a period of () weeks from the date of this agreement.

Service required: Let Only / Rent Processing / Management

Lowest rent acceptable without referral to landlord is: £ per

Date available: / /

Housing benefit tenants will / will not be acceptable

Maximum term of initial tenancy agreement: 6 months / 1 year / 2 years / 3 years

RENT AND LEGAL PROTECTION

- I would like my property to be covered by the FCC Paragon Rental Protection Scheme which will be provided at a cost of £180 plus VAT (£216 inclusive) per referenced Tenant per annum (subject to satisfactory references and Terms and Conditions). This cost includes all applicable fees and taxes

- I would like my property to be covered by the FCC Paragon Rental Protection + Scheme which will be provided at a cost of £210 plus VAT (£252 inclusive) per referenced Tenant per annum (subject to satisfactory references and Terms and Conditions). This cost includes all applicable fees and taxes.

TENANCY DEPOSIT PROTECTION SCHEME

Please tick to confirm who is to hold the deposit.

1) LANDLORD TO HOLD DEPOSIT – MyDeposits.co.uk - Tenancy Deposit Solutions (insured scheme)

Existing Member? YES / NO If YES: Membership Number: Password:

Scheme joining fee : £80 plus VAT (£96)

Scheme Protection Fee per deposit £50 plus VAT (£60) to be paid annually if new agreements signed.

- If we are requested to register the deposit on behalf the landlord, a fee of £50 plus VAT (£60) will be charged by us in addition to Scheme Provider's fees.
- Where we are instructed on a Let Only basis, the deposit will be forwarded to the landlord to register.
- The scheme provider, Tenancy Deposit Solutions, do not hold deposits for overseas landlords.

2) CUSTODIAL SCHEME TO HOLD DEPOSIT - The Deposit Protection Service. No Scheme Provider Fees

Existing Member? YES / NO If YES: Membership Number:

- If we are requested to register the deposit on behalf the landlord, a fee of £50 plus VAT (£60) will be charged by us

NOTE: If a deposit dispute requires alternative dispute resolution through any of these schemes, a charge of £100 plus VAT (£120) will be made for preparing and forwarding the required documentation to the relevant Scheme's Case Examiner

INVENTORY – CHARGES EXCLUDE VAT

Please tick as required. If not completed, no action will be taken

Inventory Prices: 1 bed: £135 (£162) / 2 bed: £145 (£174) / 3 bed: £165 (£198) / 4 bed: £185 (£222)

Make up Inventory

Landlord to arrange
Agent to arrange

Landlord to arrange
Agent to arrange

Check in: £90 plus VAT

Check Out: £90 plus VAT

Landlord to arrange:
Agent to arrange:

Landlord to arrange
Agent to arrange

Landlord to arrange
Agent to arrange

PLEASE NOTE INVENTORY PREPARATION CANNOT BE BOOKED WITHOUT CHECKIN SERVICE

SAFETY INSPECTIONS - Please tick appropriate box(es)

Holdens to arrange the following inspections:

Gas Safety Inspection	(£100 plus VAT £120)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5 Year Electrical Installation	(£180 plus VAT £216)	
4 to 5 bed	(£200 + VAT £240)	
Annual Portable Appliance Test only (or on change of tenancy)	(£100 plus VAT £120)	
Authorise Gas and or Electrical remedial works (if required) without referral to me/us to a maximum cost of £.....		
EPC	(£135 plus VAT £162)	

- **Third party contractor prices are subject to change from time to time.**

Landlord (s)

Holdens Property Services

Date

Date