



## Terms and Conditions of Business

### Landlord Obligations

- By signing the agreement the Landlord certifies that the property is in good order and all furniture and furnishings comply with the Furniture & Furnishings (Fire Safety) Regulations 1989 and 1993, the gas safety ( Installation and Use) Regulations 1999, the Electrical Equipment (Safety) Regulations 1994 and all other relevant legislation regarding safety in dwellings.
- If the Landlord does not provide a Gas, Electric and an EPC certificate 3 days leading to the commencement of the tenancy, the agent shall organise them and charge accordingly.
- The Agent will not be responsible for any damage to any property before the property is tenanted or after the termination of a tenancy. However the Agent will make every endeavour to safeguard the Landlord's interests by taking references, excluding pets if required, collecting advance rent and checking the inventory of the property before returning the advance rent at the end of the tenancy.
- The Landlord should ensure they are adequately insured for such perils.
- The Landlord should be aware that it is impossible to avoid normal wear on a property.
- The Landlord should ensure there is adequate public liability insurance relating to the property.

### Maintenance

- The Landlord is responsible for repairs and the upkeep of the property including drains, gutters, downpipes and keep in good repair appliances for the supply of water, gas, electric, appliances for heating and heating water.
- The agent will arrange for non-urgent work to be carried out at the property and will deduct the cost of the work from the next rent payment. Such work will not exceed the amount agreed on the 'Property Management Agreement'
- The Agent will notify the Landlord of any non urgent work costing more than the amount agreed on the 'Property Management Agreement' which is required at the property. The agent will obtain permission and if necessary funds from the Landlord before the work is committed.
- The Agent will only use approved contractors to carry out maintenance work. If the Landlord wishes to use a preferred contractor this must be agreed with the Agent. The Agent will not be held accountable for any work carried out by a Landlord preferred contractor
- From 1<sup>st</sup> January 2005 new regulations came into force in order to control who is allowed to carry out works on specified electrical installations in a property and the procedures surrounding those works. These are set out in Part B Building Regulations(Electrical Safety in Dwellings). Failure to comply with these regulations is a criminal offence, which could lead

to a maximum fine of £5,000 and/or imprisonment. Only a competent person is permitted to carry out these works, eg: a qualified electrician registered with an approved scheme such as NICEIC. Clarke and Co. will ensure that all necessary works are carried out in accordance with these regulations.

- It is a legal requirement to tests fire alarms within blocks of flats and record in a log book. Responsibility of this lies with the Landlord however we can provide this service under a separate contract
- In relation to gas supplies, the courts have already defined a landlord as a 'Supplier' under the terms of the acts and in order to ensure that the appliances supplied are safe safety check should be conducted annually to meet the standards of the Gas Safety Regulations, which are now a benchmark
- It is strongly advised that landlords conduct an annual safety inspection and appliance test on all electrical appliances within a property and we draw your attention to 'The Low Voltage Electrical Equipment(Safety) Regulations 1989', the 'Electrical Equipment(Safety) Regulations 1994', the 'Consumer Protection Act 1987'(S19), the 'Plugs and Sockets(Safety) Regulations 1994', and the 'General Product Safety Regulations 1994'. The legislation highlighted above refers to the requirements for the 'Supplier' to provide 'safe' appliances, products and installations.

#### **Payment of rent**

- Landlord statements are raised on the last Friday of each month. Monies will be transferred by close of business on the 1<sup>st</sup> of the following month
- The Agent does not guarantee rent to the Landlord, and therefore shall not be liable for any costs incurred in late payment or non payment by tenant.
- All rent payments will be made via BACS transfer to a nominated bank or building society.
- It is the responsibility of the Landlord to ensure the bank details the agent has are correct.
- In the case of tenants who are claiming Housing Benefit-monies are paid direct to Clarke and Co. All reasonable precautions will be taken to prevent fraudulent claims being made by tenants. However, if a fraudulent claim is made, Housing Benefit are entitled to reclaim any overpayment made, and as your managing agent Clarke and Co. will require you to reimburse any such claim made against ourselves.
- If problems arise with arrears, letters will be sent to the tenants, and visits will be made. Whilst every effort is made to collect rent from tenants, we cannot guarantee that full rent will be received.

#### **Deposit**

- On our own properties we usually only take 2 weeks rent in advance or in some cases 2 months' rent in advance.
- We take this payment as rent in advance not a deposit so will not register this with a government approved scheme.
- At the end of the tenancy, under a managed service the Landlord authorises the agent to determine the outcome of the rent in advance. The agent may decide to use this against unpaid rent or damage to the property.

### **Fees**

- The Landlord agrees to pay the Agent's fees as stated in the Agency Agreement, and to pay these fees upon every new tenancy.
- Any changes to the Agent's fees must be agreed in writing by both parties
- Whereby the Landlord sells the property to the tenant introduced by the agent, 1.5% of the gross selling price shall be due to the agent

### **Termination**

- The Landlord contract is a minimum of 12 months unless the Agent agrees otherwise in writing.
- The contract automatically renews on a recurrent 12 month basis and may be terminated by giving 3 months notice to end on the last day of the 12 month period
- Clarke and Co. will continue to let and re-let the Property until they are advised otherwise by the Landlord, or in the case of the Landlord having previously specified a certain date upon which possession of the Property is required, until this date.
- Once the property is tenanted by a tenant introduced by the Agent, the tenant has the right to remain in the Property until the end of the lease term and commission is payable on the full six month tenancy at the tenancy rates
- The Housing Act 1996 provides that where a tenant is on a Shorthold Tenancy, the Landlord is entitled to possession of the Property at the termination of the tenancy agreement term. Should the tenant refuse to vacate the Landlord must seek a court order for possession. The Agent will not be responsible for any Solicitors fees or court costs but will assist the Landlord and his Solicitor with any claim, as per the charges listed on the 'Additional Fees List'.
- Once a Tenancy has commenced if the Landlord wishes to terminate the agreement he must give notice in accordance with the terms of The Housing Act 1988.
- Once a tenancy has commenced if the Landlord terminates the Agreement and the tenant remains in the property, the Landlord shall pay to the Agent Six month's commission in accordance with the agreement.

### **Identification & Data**

- The Agent has a legal obligation to keep records as to the identification of all Landlords.
- All information that the Agent has concerning the Landlord, Tenant and Property is confidential and will be held by the Agent in accordance with the terms of the Data Protection Act.
- Under a Managed Agreement, the Landlord agrees not to contact the Tenant unless prior consent has been given by the Agent.