

Definitions:

- The “Landlord”, “you”, or “your” means the person or persons named as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- The “Agent”, “we” or “us” means Taylors Residential Lettings Ltd trading as Taylors Lettings.
- The “Tenant” means the party named in the tenancy agreement as the Tenant of the Property.
- The “Property” means the property noted above as the address of the property to be let including all outbuildings, grounds, fences and boundaries etc.

The Landlord warrants that all the 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 the Agent for all losses suffered. These terms and conditions are governed and interpreted in accordance with the law of England and Wales.

1. Service levels

Let Only Service

- The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
 - The Agent will arrange for the legally required checks and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing and portable appliance testing. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
 - The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
 - The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in coordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
 - Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
 - The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or outsourced to an independent referencing company as the Agent thinks fit.
- prepare the necessary paperwork to let the property on an appropriate tenancy or licence.
- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the commencement of the tenancy.
 - The Agent will arrange for the Tenant to sign the Tenancy Agreement and collect any money due, giving the Tenant copies of the appropriate paperwork.
 - For Let Only Service landlords, the Agent will then send the Landlord the funds, less expenses, and copies of the appropriate paperwork.

1.3 Letting and Rent Collection Service

In addition to the Let Only Service items:

- The Agent will use its best endeavours at all times to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. The Landlord must alternatively apply to HM Revenue and Customs for approval to receive gross rents. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the additional administration required.

1.4 Full Management Service

In addition to the Letting and Rent Collection Service items:

- The Agent will use its best endeavours to arrange minor repairs, general consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month’s rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as general oversight of the property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day to day matters arising.
- The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord’s instructions.

1.5 All levels of service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent’s management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

2. The Landlord agrees and confirms:

2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.

2.2 That the Agent is appointed as agent for the Landlord on the Property.

2.3 That the Landlord gives the Agent authority to act on the Landlord’s behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract.

2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.

2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.

2.6 That the Property will be clean prior to letting and any garden is neat and tidy for the season.

2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the Property.

2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.

2.9 That if the Property is leasehold the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor’s consent prior to the letting.

2.10 That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.

2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and if this is not present, the Agent will arrange for the fitting of appropriate alarms at the Landlord’s expense. Some properties may need more than simple smoke alarms.

3. The Agent:

3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.

3.2 Is not liable for any loss or damage arising from the defective work, sub standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.

3.3 Is not responsible for redirecting the Landlord’s post delivered to the Property.

3.4 Is not responsible to manage the Property when it is not let.

3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.

3.6 Is not responsible for any latent (hidden) defect in the Property.

3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.

3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such attendances are in the Scale of Charges.

3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.

3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

4. Financial matters:

4.1 The Agent will at all times hold client funds within Client Account Nos. 20-02-62 30125628 & 20-02-62 93311198 held at Barclays Bank, 66 High Street, Ashford TN24 8TL

4.2 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord’s behalf unless this arises through the Agent’s negligence or breach of contract.

4.3 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.

4.4 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.

4.5 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.

4.6 The Agent shall be entitled to retain interest earned on any money held on the Landlord’s behalf and any commission or referral fees earned while acting on the Landlord’s behalf.

4.7 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.

4.8 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.

4.9 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.

4.10 Where there is a claim on the Landlord’s insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent’s fees for this service in accordance with the Scale of Charges.

4.11 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.

4.12 If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent’s costs and expenses and then any surplus will be applied to lost rent.

4.13 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.

4.13.1 The Agent will choose a suitable Deposit Protection Scheme and protect the deposit in accordance with the rules appropriate to that scheme.

4.13.2 The Deposit will be held in the Agent’s client account until the Tenant has vacated and the check-out inspection concluded.

4.13.3 Deposit monies shall be paid out only upon agreement between the Landlord and the Tenant or a Court Order.

4.13.4 For properties under Full Management Service the Agent will assist in resolving any dispute. For properties not under Full Management Service the Agent shall not have any involvement in assessing dilapidations or any disputes regarding Deposit deductions.

4.13.5 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.

4.13.6 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.

4.13.7 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

5. Notices

5.1 If the Landlord wishes to cancel this Agency Agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent’s address.

5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.

5.1.2 If a ready willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.

5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving reasonable notice to allow for the orderly handover of the property.

5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.

5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management has been provided.

5.3 If the Agent wishes to end this agreement at any stage the Agent will write to the Landlord giving reasonable a notice to allow the Landlord to appoint another agent.

5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent’s office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one month’s notice will be provided.

6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.

6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at the level of service selected by the Landlord for each property.

7. Data Protection

7.1 The Agent is required to be registered for the purposes of the Data Protection Act.

7.2 The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.