

THE LETTINGS CENTRE

Terms and Conditions

Subject to your confirmation and instructions in the letting and management of the above property, we will-

1. Take full details of your property and provide a comprehensive presentation of the property to let, in order to promote the property to best advantage;
2. Provide, where required, advice on the legal aspects of letting, the correct form of tenancy, rent expectation and the preparation required of the property to let;
3. Provide marketing support for your property, which may include, where required, and at our discretion, newspaper advertisements, internet advertising and a 'To Let' board in order to secure a satisfactory tenant;
4. Negotiate and agree with your approval the terms of the letting;
5. Carry out a credit search of any applicant in order to establish the applicants financial standing and, where necessary, secure a guarantor. Carry out status enquiries with the applicants employer and any prior landlord and report to you;
6. With your authority prepare the appropriate Tenancy Agreement and other legal notices and documents in order to comply with current legislation, taking into account your specific requirements and instructions;
7. Accept and hold a Tenants deposit against dilapidations in accordance with the regulations as prescribed by the Housing Act 2004 and the Tenants Deposit Scheme;
8. Organise for an Inventory and/or Statement of Condition to be prepared, as appropriate, and provide a copy of this to the tenant to be returned within 7 days
9. Wherever possible oversee the transfer of utilities to the tenant subject to the utility companies interpretation of the Data Protection Act 1998 and establish the Council Tax or subsequent replacement tax in the occupiers name(except in the case of houses in multiple occupation);
10. Collect rents and account to you on a monthly basis (usually within 7 days after the due rent day) subject to receipt;
11. Make authorised payments from your account where requested;
12. Receive reports from tenants with regard to maintenance and repairs for which you are responsible and instruct tradesmen to effect such maintenance and repair. (our duties in this respect are subject to being made aware of any problem arising.);
13. Confirm that maintenance and repair tasks are carried out, verify tradesmen's invoices and make payment on your behalf from rental income received, subject to a maximum of £150.00;

NOTE: Should a repair or maintenance task exceed your authorised limit of £150.00 we will seek your instructions.

In the event of an emergency, however, we undertake to have carried out all precautions necessary to safeguard your property with the resultant expenses incurred deemed to be with your authority and on your behalf.

14. Make periodic visits to the property and advise you on the results including, where necessary, any maintenance or repair which we consider should be brought to your attention. Such inspections, should not be regarded as anything more than a check to ensure that the tenants are observing the conditions of the agreement and that in all respects the property appears to be well cared for by the tenant;
15. At the end of the tenancy, organise for a independent dilapidations assessment where required and negotiate such deductions as are necessary from the tenants deposit in order to compensate you for such dilapidations. (Fair wear and tear and the rules of the Tenants Deposit Scheme obviously being taken into account.); Further information on fair wear and tear assessment can be found on the TDS website.
16. Seek new tenants where applicable in order to ensure continuity of occupancy prior to your return to take up residency. Where the property remains unoccupied between letting periods it must be distinctly understood that our management does not include supervision of the property. However we are able to offer a fortnightly inspection service, a charge of £10 per visit is payable;
17. Where there is a breach of the tenancy agreement by a tenant, take all reasonable steps to resolve the breach and report to you on such an event and on the progress being made to resolve the problem;
18. Advise on Tax liability - non resident landlords. If it is your intention to reside abroad during the period in which your property is let, i.e. you will become non-resident in the UK for Tax purposes, we as your agent will be held responsible by the Inland Revenue for the payment of any liability which may arise from the rents collected on your behalf. Landlords living outside the UK must inform us of their Accountants details. We will require an application to be made to the Inland Revenue so that you can receive United Kingdom rental income with no tax deducted. Alternatively we would retain 24% of the rental after deductions. This would be held in our Client Account and once we receive the relevant assessment from the Inland Revenue we would send them payment and any balance would be forwarded to the Landlord. If you require any further information the Inland Revenue provide a leaflet **IR140** on this subject.