

LETTING YOUR HOME THROUGH LETTING PLACES

Letting Places is independently owned and staffed by ARLA qualified personnel with a central Solihull Office in the High Street. We provide a high quality residential letting service. Letting Places are pleased to offer their clients a full range of property related expertise including an office in Solihull High Street, Rightmove search engine, Company website, local advertising, To Let boards and database of qualified potential tenants, with collection and transport service for viewings. We are happy to give advice to our investment landlords wishing to expand their portfolios of Buy to Let properties. Recent changes to legislation and strong demand have fuelled a growth in the private rental sector which now offers an attractive and cost effective option to both landlords and tenants.

Letting Places aim is to provide you with a professional lettings and property management service which embraces the principles of quality and customer care. Letting Places aims to protect your property, maximise the return on your investment and provide you with a rental income for the duration of your let, which can be guaranteed through our comprehensive insurance scheme.

Letting Places is a member of the Association of Residential Letting Agents, National Association of Landlords and Tenancy Deposit Scheme, which is a Government Scheme. All client monies are therefore bonded within this scheme and we are bound by their Codes of Practice and Rules of Conduct.

We are happy to offer Full Management, Let Only or Rent Collection service. We will market your property through newspaper coverage, Rightmove and several web sites.

TERMS OF BUSINESS

1. OUR SERVICES

1.1 Letting Places will provide a rental valuation of your property and advise as to the current rental value we consider can be achieved. We will further advise you of any requirements necessary to achieve the optimum rent.

1.2. Letting Places will check all soft furnishings comply with Fire Safety Regulations (more detailed under General Terms and Conditions) Letting Places suggests that you redecorate every three to four years.

1.3 Letting Places will advertise and market the property in a local Solihull paper complete with photograph, also through our website, Rightmove website, window display in central Solihull Office, six day opening, To Let boards if required, telemarketing, leaflet drops and regular mail shots, close liaison with all major Relocation Agencies, direct contact with local employers.

1.4 Letting Places will arrange for prospective tenants to be accompanied by a representative of Lettings Places at all times to view the property.

1.5 Letting Places having found a prospective tenant(s), will apply for the necessary financial and personal references (using the services of an independent credit reference agency) to determine the suitability of the tenant(s). Once we have obtained satisfactory references, we will require the Landlord's approval and acceptance for tenancy. Liability will not be accepted by Letting Places for any tenant(s) accepted by Landlords without full credit passes.

1.6 Letting Places will prepare the tenancy agreement and any relevant statutory forms where applicable and thereafter supervise and co-ordinate the documentation until such times as the agreements have been signed. Wherever possible Letting Places enter into contracts that come under the Housing Act 1988 and tenancies are drawn up under the guidelines for Assured Shorthold Tenancies, Company lets do not fall into this category, in this case a licence is granted. If you are at all unsure about legal issues concerned with letting, we advise you to consult a solicitor.

1.7 Letting Places will advise the tenant(s) of their obligations in relation to the tenancy agreement.

1.8 Letting Places will obtain from the tenant(s) a Security Deposit (normally one and a half months rent). From 6th April 2007, all deposits taken on Assured Shorthold Tenancies in England and Wales must be protected by a **Tenancy Deposit Protection Scheme**.

2. GENERAL TERMS & CONDITIONS OF SERVICE

2.1 All fees are based on a 6 month Tenancy Agreement

2.2 The successful introduction of a tenant by Letting Places invokes acceptance of the terms and conditions herein.

2.3 In the event that a sale of a property should be agreed with the tenant or any associated party during, or after the tenancy and contracts should be exchanged Letting Places will be entitled to an introductory commission of 0.25% of the sale price payable on completion of the sale.

2.4 Letting Places management fees do not include supervision of the property when it is not let.

2.5 Letting Places must hold on file at all times a relevant and an up to date copy of a Landlord's Gas Safety Certificate, together with an Energy Performance Certificate. Letting Places can commission an EPC and a Gas Safety Certificate. Letting Places would require payment in advance to arrange these.

2.6 Letting Places cannot commence marketing your property until this document has been fully completed and signed.

2.7 The landlord must have both title and power to enter into an agreement with Letting Places.

2.8 It is essential Letting Places is informed as to the status of the landlord i.e. whether the landlord is the owner/occupier or residential landlord (within the definition of the Rents Act) or whether the landlord holds the property as an investment. This information is required in order that the landlord is protected as far as possible.

2.9 Authority for Letting Places to let the property must be given in writing from all joint owners who should be named in the tenancy agreement.

2.10 If the property is Leasehold, any intended let should be permitted under the terms of your Head Lease; if a licence is required from a superior landlord or managing joint agent, it must be available to Letting Places prior to commencement of the tenancy. Furthermore, a copy of the said Head Lease will be submitted prior to letting, as it may contain clauses which must be incorporated into a tenancy agreement.

2.11 Any proposed tenancy will not be extended beyond the expiry/termination of a leasehold agreement.

2.12 If the proposed property for let is subject to a mortgage, written consent from the mortgage lender must be supplied to the Landlord, together with any clauses or terms of notice to be served prior to the commencement of the tenancy. Failure by a landlord to comply with the conditions of a mortgage may result in the lender repossessing the property. Mortgage lenders may charge an administration fee to grant consent to let the property. Charges vary from lender to lender.

2.13 It is the Landlords' responsibility to ensure that they have adequate insurance cover for both Buildings and Contents (including Public Liability and Accidental Damage) for the full period of tenancy, or any extension thereof, and for any period where the property is vacant. The Landlord should also notify their insurers that the property is to be let; failure to do so may invalidate an existing policy for any future insurance claims.

2.14 In accordance with the **Gas Safety Installation and User Regulations 1994, 1996 & 1998**, the Landlord must ensure that all gas installations, pipe-works, flues and appliances are checked for safety at least once a year by a qualified gas engineer who is listed on the Gas Safe Register. A record of each inspection must be retained and a certificate of satisfaction must be available for inspection by the tenant or relevant authority.

2.15 In accordance with **Electrical Equipment (Safety) Regulations 1994**, the Landlord must ensure that electrical equipment supplied as part of a let must comply with the regulations and be "safe" and of no risk or injury to human or animal.

2.16 From 1st October 2008, all rental properties with a new tenancy in England and Wales are required to have an **Energy Performance Certificate (EPC)**. The landlord must ensure that this is in place or has been arranged prior to Letting Places marketing the property.

2.17 The Landlord must ensure that all furniture supplied in a furnished let complies with the **Fire & Furnishings (Fire Safety) Regulations 1988 as amended in 1993**. Furniture must pass "ignitability", "cigarette" and "match" tests. All furniture must carry a permanent label denoting that the furniture is fire resistant. All furniture which is non-compliant must be removed from the property and/or replaced prior to let. The Landlord must also agree to indemnify Letting Places against any breach of these regulations

2.18 If there is a burglar alarm system, then clear instructions must be given to Letting Places prior to instruction if we are to market the property. During a tenancy, it is usual for the Landlord to maintain an alarm system and therefore suitable arrangements should be made to continue with any maintenance contract throughout the term of tenancy.

- 2.19 The Landlord must meet all rental hire payments and hire purchase payments for the period of the tenancy.
- 2.20 Payments such as ground rent and service charges on leasehold properties remain the responsibility of the landlord at all times.
- 2.21 Prior to the commencement of the tenancy, all utility charges i.e. telephone, gas, electricity, council tax, water rates, service charges payable by the Landlord must be paid up to the commencement date of the tenancy. Electricity card meters must not be in debit. The tenant is to obtain a card for themselves. During "void" periods or between lets, the responsibility for maintenance and payment of all utilities reverts back to the Landlord when the property is not managed. It is the Landlord's responsibility to take over the relevant supplies on the last day of occupation; otherwise there is a risk of termination of the supply.
- 2.22 Any expenses incurred on the property prior to the commencement of the let i.e. Landlords Gas Safety Certificate Electrical report, Energy Performance Certificate and any minor works necessary in order to comply with regulations are the responsibility of the Landlord who must hereby agree to reimburse Letting Places, who will instruct contractors on your behalf. Let Only Landlords will be asked to pay these charges in advance of a contractor being instructed.
- 2.23 The Landlord agrees to supply Letting Places with a minimum of one complete set of keys, together with any security access codes and remote control devices to enable viewing to be conducted. Once a let is agreed the Landlord will supply additional complete sets of keys for each tenant named on the tenancy agreement, together with a set of keys to remain at the offices of Letting Places at all times in the event of an emergency.
- 2.24 In the event of the Landlord being unavailable or not contactable prior to a tenancy, it will be deemed necessary that Letting Places has the authority in advance to approve the references. Letting Places reserves the right to authorise bills of up to £175 for maintenance or work required prior to obtaining a let.
- 2.25 Letting Places strongly recommends that Landlords make arrangements to have their post re-directed by the Post Office. Letting Places is unable to provide a forwarding post service and cannot assume responsibility for items of mail delivered to the property during tenancy.
- 2.26 Letting Places will make recommendations for contractors i.e. Gas Safe registered engineer, NARCOS. Electrical engineer and Property Maintenance.
- 2.27 The Landlord authorises Letting Places to sign the Tenancy Agreement on their behalf.
- 2.28 When a tenant is secured and signed into a managed tenancy agreement Letting Places reserves the right to manage the property for as long as the tenant remains at the property.
- 2.29 "Tenant" shall mean any one or more individuals or corporate entities introduced by us or named as Tenant in the Tenancy Agreement or Lease.
- 2.30 "The Tenancy" shall mean the entire period that the tenant remains in occupation of the property including any extensions or renewal or period of holding over whether by way of memorandum, agreement or otherwise.

3. INVENTORY AND SCHEDULE OF CONDITION

3.1 All Landlords are advised that an inventory forms part of a tenancy agreement. The inventory may be called upon as evidence in any case that is taken to law. Letting Places always prepares an inventory even in such cases where the property is unfurnished. This can provide the Landlord with valuable protection in any dispute involving loss, damage, neglect etc. where a claim is brought. It is very difficult for a Landlord to justify deductions from a tenant's deposit without a proper schedule of condition drawn up prior to the commencement of the tenancy (in line with ARLA guidelines).

3.2 Preparation of an inventory and schedule of condition is included in our service. Letting Places cannot accept liability for any errors or omissions on their part.

3.3 Letting Places strongly recommends that a full professional clean, to include all appliances and steam cleaning of carpets be carried out at the property before the tenancy commencement. The tenant(s) is then expected to maintain and return the property in the same condition as originally handed out.

3.4 Letting Places recommends that basic gardening equipment is provided in both unfurnished and furnished properties if the tenants are required to maintain the garden. Dependent upon the size of the garden we do not feel that the tenant should be required to undertake the spring and autumn pruning of trees and shrubs, and recommend that this remains the liability of the landlord to ensure that the work is undertaken at the correct time and in the correct manner.

4. TAX IMPLICATIONS

4.1 Income tax is payable on all rental income arising from property in the UK, regardless of the residential status of the Landlord. Landlords domiciled in the UK should include details of their income and expenditure from a let property when completing an income tax return in the usual manner. Under the Finance Act 1995 all residential letting agents are obliged by law to advise the Inland Revenue of all lets arranged on behalf of landlords for UK tax purposes.

4.3 Under the Finance Act 1995, all residential letting agents are obliged to advise the Inland Revenue of all lets arranged for a non-resident Landlord for UK tax purposes. It is the responsibility of the letting agent, on behalf of the Landlord, for the payment of any tax which arises from letting.

4.4 The non-resident Landlord authorises Letting Places to make sufficient deductions from rental income to meet any income tax demands at the basic rate of tax to cover this liability. Non-resident Landlords can, however, apply to the Inland Revenue to register for tax self-assessment. An Inland Revenue form can be supplied on request, by Letting Places; or you can apply direct online at www.inlandrevenue.gov.uk/cnr/nr_landlords.htm registration is relatively straight forward. If granted, the Inland Revenue will issue exemption certificate(s) (a copy of which must be provided to Letting Places for their records); thus removing the obligation on the part of Letting Places to retain tax at source from rental income. Where the property is jointly owned the Inland Revenue requires an exemption certificate for each person.

4.5 Letting Places does not undertake to submit tax returns on a landlord's behalf and recommend that you appoint a suitable qualified accountant to handle your tax affairs.

5. LEGAL SERVICES

5.1 Should any breach of tenancy covenant be brought to our attention, the Landlords will be informed immediately. Thereafter, should legal assistance be required to resolve a matter; the Landlord will be responsible for all costs involved. Letting Places accepts no responsibility to undertake legal action on Landlord's behalf; the tenancy rests between Landlord and the tenant(s) Letting Places will be happy to recommend the appropriate services of a solicitor.

5.2 Whilst every endeavour is made to ensure that all tenants are suitable Letting Places cannot foresee future problems such as redundancy, marital breakdowns or illness. Letting Places therefore strongly recommends a Rent Protection and Legal Insurance Policy is taken out to cover you the Landlord. Letting Places use an independent referencing agency who investigate the suitability of the applicant, including the completion of a full credit check on each individual aged 18+, verification of their financial status and a landlord reference wherever possible. Upon completion of acceptable references a Rent Guarantee and Legal Expenses Insurance will be offered should it be required. The cost of this insurance will be detailed in our menu of services.

All fees and charges are subject to VAT	FULL MANAGEMENT	LET ONLY	LET ONLY WITH RENTAL COLLECTION
	A comprehensive specialist Letting and Property Management Service	Utilises Letting Places expertise to supply qualified tenants with ongoing management carried out by the Landlord	
	50% of first months rent PLUS 10% PER MONTH	75% of first months rent	75% of first months rent PLUS 5% PER MONTH
Multi-media advertising	✓	✓	✓
Accompanied tenant viewings with collection & transport	✓	✓	✓
Fully referenced tenants	✓	✓	✓
Draw up tenancy agreements	✓	✓	✓
Rental collection	✓	n/a	✓
Deposit collected and lodged within Tenancy Deposit Scheme	✓	£40	£40
Set up standing order	✓	✓	✓
Rent statements by email / post	✓	n/a	✓
Prompt written pursuit of tenants for late payment of rent	✓	n/a	✓
Electronic bank transfer of rent	✓	n/a	✓
Monthly rent summary statement	✓	n/a	✓
Full written inventory and schedule of condition	✓	✓	✓
Check out at end of tenancy initial dispute resolution and settlement as appropriate	✓	n/a	n/a
Inform council tax and utility providers	✓	✓	✓
Management of maintenance	✓	n/a	n/a
Regular property inspections with feedback and report	✓	n/a	n/a
Submission of non resident landlords annual return to inland revenue	£50	£50	£50
Rent guarantee and legal expenses – 6 months	£52.50	£52.50	£52.50
Rent guarantee and legal expenses - 12 months	£98.70	£98.70	£98.70
AST renewal	£35	£75	£75
Prompt hand delivered section notice	✓	n/a	n/a
EPC	£75	£75	£75
Gas certificate	£50	£50	£50
Electrical Wiring	P.O.A depends on size of property	P.O.A depends on size of property	P.O.A depends on size of property

LETTING PLACES

CONFIRMATION OF INSTRUCTIONS AND ACCEPTANCE OF TERMS AND CONDITIONS

1. LANDLORD(S) DETAILS (If more than 2 landlords please complete an additional form)

First Name Surname

Address Tel: (Home)

..... Tel: (Work)

..... Mobile:

..... Fax:

Post Code: email:

National Insurance Number (for all owners)

2. PROPERTY DETAILS

Address Tel:

..... Available from:

..... Initial Rental Period:

..... Rent (PCM)

RESTRICTIONS: Pets Smokers Sharers.....

Is the property mortgaged Yes No

Name and Address of lender.....

Are you aware of any particular restrictive covenants relating to the property (eg. Relating to caravans on the plot, alternative use of premises etc) If yes please give details

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I/WE confirm that all electrical equipment is in safe working order prior to the commencement of the tenancy.

I / WE confirm that any furniture purchased meets the fire resistance requirements.

I / WE confirm that Letting Places may erect a "To Let" or "Let By" board.

(*Please delete if not appropriate).

6. SERVICE OPTION REQUIRED

Additional Services

Full Management

50% of first months rent plus 10% per month
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Let Only

75% of first months rent
Tenancy Deposit Scheme £40.00

Let Only with Rent Collection

75% set up fee plus 5% per month
Tenancy Deposit Scheme £40.00

7. DECLARATION AND SIGNATURE

I / We confirm that I am / We are the owners of the property to be let and are able to enter into this Agreement.

I / We have read and understood the Terms and Conditions of Business and by signing this document I / we agree to be bound by them.

(NB all joint owners should sign, but if only one joint owner signs, he / she will be held as committing all joint owners to the contract).

Landlords residing outside of the UK. will need an Inland Revenue Exemption Certificate for each person where the property is owned in joint names.

Signed by Property Owner(s) Date:
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TERMS OF BUSINESS WILL NEED TO BE COMPLETED IN FULL AND FORWARDED TO LETTING PLACES PRIOR TO ANY MONIES BEING PAID TO LANDLORD(S)