



AGENCY AGREEMENT

LETTING AND MANAGEMENT

This Agreement is made between the Owner/s of the property as named at the end of this Agreement, hereinafter called "The Owner", and the Agency named above acting as Agent for the Owner, and hereinafter called "The Agent".

A. THE SERVICE

- 1) Providing a **rental valuation** of the property, and offering advice as required.
- 2) **Advertising** as necessary, selecting tenants, arranging/carrying out viewings, obtaining references, dealing with negotiations.
- 3) Preparing and signing as Agent for The Owner a suitable **tenancy agreement** in accordance with current law.
- 4) Preparing an **inventory** and schedule of condition at the charge shown overleaf. We will not complete inventories on **furnished** properties as standard, one can be requested at a charge of £50 plus VAT. We strongly suggest that all properties are emptied of any furniture, personal belongings and items of value and as such take no responsibility for any items left by the landlord. These will not be included in a standard inventory. All integral appliances, heating systems, water softeners, showers etc will be given a basic check for cleanliness and external damage. However, the agent will not be held responsible for any operating faults or damage that may later come to light.
- 5) Advising on and assisting in the transfer of **utility service** accounts. We will read electric meter readings and inform electric, water & sewerage, council tax and gas (if applicable) providers of the new tenants details. Due to health and safety we do not take water meter readings but will endeavour to get the water company to read them on your behalf.
- 6) Collecting and holding as stakeholder a **security deposit** usually equivalent to one calendar month's rental.
- 7) Receiving ongoing **rental payments**, preparing and forwarding to The Owner and/or their accountant financial statements on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received.
- 8) Making payment of certain **regular outgoings** provided The Agent has agreed to do so separately in writing and that sufficient funds are held in credit by virtue of paragraph 7 above.
- 9) Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance, and keeping of records in respect of **gas appliances in tenanted premises**, The Owner being responsible for all costs involved.
- 10) Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to **minimum fire resistant standards** of specified items supplied in the course of letting property, The Owner being responsible for all costs involved.
- 11) Advising on and ensuring compliance with the Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the **condition and safety of electrical equipment and appliances** in tenanted premises, The Owner being responsible for all costs involved.
- 12) **Inspecting** the property periodically to ensure compliance with the terms of the tenancy agreement.
- 13) Arranging any **repairs, maintenance or replacements** to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an estimated cost of £150 for any one item or job, The Owner being responsible for the cost involved. Where the estimated cost exceeds £150, notifying The Owner or their nominated representative who will be responsible for arranging and paying for such work or replacement. Where emergency works are necessary or works that involve failure of the

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Registered office: Faiers House, Gilray Road, Diss, Norfolk IP22 4WR
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VAT No 929758660





central heating/hot water systems, electrical works or a leak within the property, the Agent reserves the right to arrange immediate works at the Landlords expense. Where possible the Landlord will be notified and reasonable quotes will be obtained. (Please note, we do not arrange annual boiler services as standard. If you would like this actioned on your property please let us know in writing and we will be happy to arrange this for you)

- 14) Dealing with any necessary **insurance claim** on The Owner's behalf, at a charge equivalent to 10% of the value claimed.
- 15) Taking appropriate initial action in the event of **rent arrears or any other breach of condition** of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
- 16) Liaising with the tenant on a routine basis, arranging **renewals** of the agreement or **check-outs, re-advertising and re-letting** to new tenants as appropriate.
- 17) Arranging for an Energy Performance Certificate to be completed for the property where one does not exist. This is to comply with current legislation. Current costs are £80+ VAT per property for a ten year period.

B. NOTES AND GENERAL TERMS

- 1) If a mortgage exists on the property, The Owner must obtain the lender's consent to let.
- 2) If The Owner is a **leaseholder** the terms of the lease must be checked and any necessary consent obtained to let.
- 3) The Owner must ensure that adequate cover exists under both **building and contents insurance**, and must inform the insurers that the property is to be let.
- 4) The Agent's Service **does not include** supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting.
- 5) The Owner **hereby agrees to ratify** all lawful actions taken by The Agent under this Agreement.
- 6) **It is hereby agreed** that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.
- 7) The Agent will not accept responsibility for **frost or cold weather damage to water systems** or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.
- 8) Where The Owner is resident in the UK **income tax** on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received and forward the same to the Inland Revenue.
- 9) Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent **shall not under any circumstances be liable** for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.
- 10) Where The Owner may have expensive or specific plants in the garden of the property, The Agent recommends that a gardener is arranged to maintain such plants at the cost of The Owner.
- 11) **This Agreement will remain in force** until terminated by one party or the other provided that The Agent may terminate this Agreement forthwith and without service of notice in the event of any action or omission by The Owner or The Owner's representative which frustrates the continued performance of The Agent's Service hereunder. Should the landlord wish to terminate this agreement, six month's notice or equivalent management

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fee at the prevailing rate must be given to the agent unless the property is empty in which case no notice or fee is claimed.

C. FEES

(a) Management Commission equivalent to 10% of rental received + VAT.

An initial fee of £100 + VAT will be charged for the inventory and original tenancy agreement.

(b) Sale of Property

In the event of a tenant or prospective tenant introduced by The Agent completing the purchase of the property at any time, a commission will be payable by The Owner to The Agent equivalent to one percent of the selling price.

I/we* confirm that I/we* have read this Agreement and wish to appoint The Agent to act on my/our* behalf in accordance with the Service, Notes & General Terms and Fees as herein laid out. I/we* further confirm that I am/we are* the sole owner/joint owners* of the property.

Full address of property to be Let and Managed:

.....
.....

Signed:

.....

Print Name/s:

Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Signed by or on behalf of Agent:

Date:





MANAGEMENT INFORMATION AND INSTRUCTIONS

The information requested in this form is to enable us to efficiently perform our service in your absence. Please complete it fully and clearly throughout.

OWNER: Name:	
Address of property to be let:	
Postcode:	Tel no:
YOUR CORRESPONDENCE ADDRESS:	
Your email address:	
Postcode:	Home tel no:
Work tel no:	Email:
YOUR REPRESENTATIVE (someone in the UK we can contact if necessary):	
Name:	Address:
Home tel no:	Work tel no:
YOUR BANKERS for rental balance credits:	Bank name:
Branch address:	
Sort code:	
A/c holder name:	A/c no:
YOUR SOLICITORS: Firm's name:	
Address:	
Postcode:	Tel no:
Contact name:	
YOUR ACCOUNTANT: Firm's name:	
Address:	
Postcode:	Tel no:





Contact name:
INSURANCE: Please note that we do not undertake to renew insurance policies except those originally arranged by ourselves. The details requested below are for use in the event of claims only. We recommend and can assist in the arrangement of specialised insurance for Landlord's including Legal Protection, Contents, and Rent Guarantee.
CONTENTS INSURANCE: (You must inform the insurers of the letting or the policy will be void)
Company name:
Address:
Tel no: Policy no:
BUILDING INSURANCE: (you must inform the insurers of the letting or your policy may be void)
Company name:
Address:
Tel no: Policy no:
EXISTING SERVICE OR MAINTENANCE CONTRACTS on equipment, appliances etc:
GENERAL MAINTENANCE: We have reliable tradesmen on call who we can recommend (e.g. plumber, electrician, w/machine engineer, gardener, handyman etc.). However if you wish to nominate your own tradesmen please give details below. Where we are unable to contact yours, we will instruct our own.
PROPERTY INFORMATION
Is there a phone line connected at the property?
If so what is the telephone number?
Who supplies the electricity and gas?





Who supplies the water and sewerage?	
Is there a water meter?	What is the council tax band?
Is there a mortgage on the property? (you must tell your lender you plan to let the property)	
Are your mortgage payments up to date?	
Do you have your mortgage lenders consent to let the property? (please provide a copy of their consent)	
Are there any restrictive covenants that your tenant may need to be aware of?	
Any addition information:	





Information for Landlords

About Ourselves

Specialists

We are a local, independent firm offering Residential Lettings and Property Management and are committed to the priorities and needs of our Landlords. We understand that letting your property, especially for the first time, can be a worrying experience and with this in mind our most important consideration is providing you the Landlord with the best possible service and the right tenant for your property. We never forget that the property is your most important asset and we can confidently assure you that by instructing us to act as your Letting and Management Agents your asset will be in professional and caring hands.

Competitive Rates

Our fees are competitive and may be open to negotiation dependent on the level of Service required. We are particularly committed to investment Landlords and savings can be made on the smallest of portfolios.

A Personal Service

We pride ourselves in offering a personal and friendly Service, whilst at the same time maintaining a high standard of competence and professionalism.

Carefully Selected Quality Tenants

Drawn from a continually updated register, all prospective Tenants are thoroughly referenced and credit checked. In some cases we will also require a guarantor.

Out of Hours Service

For our initial meetings with you we will if necessary be pleased to visit your property outside normal office hours, at a time that is convenient to you, and thus fit in with your busy schedule. We are also pleased to offer an out of hours maintenance service for emergencies.

Insurance for Landlords

We offer a range of competitively priced insurance products designed specially for Landlords, providing extra security and peace of mind. These include:

- * RENTAL GUARANTEE COVER
- * LEGAL EXPENSES COVER
- * CONTENTS INSURANCE
- * BUILDINGS INSURANCE
- * EMERGENCY REPAIR SERVICE

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Levels of Service offered

A Tailored Service

Outlined below are the two basic elements of our Service. However, we maintain a flexible attitude, and are generally able to adapt our Service to meet our client's individual circumstances and needs, for example by providing a part only Service, or occasionally by taking on additional tasks and duties.

Full Management

This is our inclusive Service, which provides for the marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory. The Tenant will then be checked in against the inventory.

During the tenancy we carry out periodic inspection visits. Should these bring to light any maintenance issues, we will (within the confines of our Management Agreement) recommend, oversee and account for any necessary repairs.

Collecting and processing of rental payments is also part of the Service. These will be credited automatically to the Landlord's nominated bank account.

Towards the end of the tenancy, we will liaise with the Tenant, and renew the tenancy agreement or arrange to check them out as applicable.

This Service is suitable for those Landlords who are not residing locally, or would rather not deal with the Tenants directly, preferring all aspects to be handled by an Agent.

Letting Only

Our Letting Only Services includes marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory.

Following this, the first month's rent and a security deposit will be collected. These will be credited to the Landlord less our agreed fee. Managing the tenancy, including the maintenance and rent collection, will then be the responsibility of the Landlord.

Preparing the Property

We have found that a good relationship with Tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job. It is important that the Tenants should feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well



maintained property in a good decorative order will go towards this, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

General Condition

Electrical, gas plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the Landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

Furnishings

It is recommended that no furnishings are left in the property at all except for fitted and integral appliances. No items of furniture or personal belongings will be recorded on the inventory and we take no responsibility as agents if landlords choose to ignore this advice.

Personal items, ornaments etc.

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the Tenant's own use.

Gardens

Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools. However, few Tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange visits by our regular gardener.

Cleaning

At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the Tenants' responsibility to leave the property in a similar condition. Where they fail to do so, cleaning will be arranged at their expense.

Information for the Tenant

It is helpful if you leave information for the Tenant, e.g. on operating the central heating and hot water system, washing machine and alarm system, and the day refuse is collected etc.

Keys

You should provide one set of keys for each Tenant. Where we will be managing we will arrange to have duplicates cut as required.



General Advice for Landlords

Mortgage

If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the tenancy agreement of which you must inform us.

Leaseholds

If you are a leaseholder, you should check the terms of your lease, and obtain the necessary written consent before letting.

Insurance

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

Bills and regular outgoings

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit. However where we are managing the property, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at our office, and that sufficient funds are held to your credit.

Council tax and utility accounts

We will arrange for the transfer of Council Tax and utility accounts to the Tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters will be handled for you, however British Telecom will require instructions directly from both the Landlord and the Tenant. We will only read water meters where we can comfortably open them. If this is not possible we will ask the water authority to arrange to read them.

Income tax

When resident in the UK, it is entirely the Landlord's responsibility to inform the Inland Revenue of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, under rules effective from 6 April 1996, unless an exemption certificate is held, we as Landlord's Agent are obliged to retain and forward to the Inland Revenue on a quarterly basis, an amount equal to the basic rate of income tax from rental received, less certain expenses. An application form for exemption from such deductions is available from this Agency, and further information may be obtained from the Inland Revenue.

The inventory

It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it will be impossible for the Landlord to prove any loss, damage, or significant deterioration of the property or contents. In order to provide a complete Service, we will if required arrange for a member of staff to prepare an inventory and schedule of condition, at the cost quoted in our Agency Agreement.

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Important Safety Requirements

The following requirements are the responsibility of the owner (Landlord). Where you have signed our Full Management Agency Agreement, they are also our responsibility. Therefore where we are managing we will need to ensure compliance.

Health and Safety - Gas

Annual safety check

Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (i.e. a CORGI registered gas installer).

Maintenance

There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

Records

Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

Copies to tenants

A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

Health and Safety - Electrical

Under the Electrical Equipment (Safety) Regulations 1994, and certain other regulations, electrical appliances and equipment provided in tenanted premises must be safe. It is therefore necessary to make a visual check to ensure that all electrical items, plugs and leads appear completely safe and undamaged, and remove or replace any faulty items.

Consumer Protection - Fire

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags.

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Items which comply will have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

Smoke Alarms

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

We hope that the general points covered in this guide will be of some assistance to you. If there are any aspects of which you are unsure, please telephone our office. Alternatively we can visit you at your home to discuss your individual requirements, at your convenience.

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Lettings/Agency documents/landlords pack/Homes L & M doc