

## TERMS AND CONDITIONS OF ENGAGEMENT

Prior to receipt of your instructions, a representative of City Property Lets will attend at the property and subsequently prepare an appraisal to provide you with our opinion of the likely rental income and most appropriate type of tenants. On receipt of instructions to let and subsequently manage your property we will market the property using local advertising, shop window advertising, our own website, the various internet portals and a 'To Let' board at the property if practical.

Appointments to view the property will be made with prospective tenants between the hours of 9.00 a.m. and 5.30 pm Monday to Friday, liaising with the current occupants where necessary.

References will be obtained for individual or corporate applicants and a deposit will be taken, which we will then hold as stakeholders. The deposit is held by City Property Lets for the duration of the tenancy and returned directly to the tenants at the end of the tenancy, subject to performance of their obligations. Please see the attached information regarding current deposit protection legislation or visit [www.tds.gb.com](http://www.tds.gb.com).

The tenancy agreement fee is £390.00 (£325.00 plus VAT), payable with each new tenancy. The fee for a mid term tenant swap is £240.00 (£200.00 plus VAT)

We will arrange for the Council Tax and water rates to be transferred to the tenant's name from the commencement date of the tenancy.

Collection of rent is made in accordance with the terms of the Tenancy Agreement. In cases of late or persistent non-payment, City Property Lets will endeavor to notify you at the earliest possible opportunity and offer advice towards the legal steps for the recovery of rent. City Property Lets are not responsible for any legal costs in connection with the recovery of any rent/damages or repossessions of the property.

Present bank arrangements are such that it is necessary for us to allow a minimum of 21 working days for rent cheques to be cleared before preparing the monthly statement and transferring monies to a client account.

Where instructed by the Landlord and subject to receipt of demands, we will make payments in respect of ground rents, service charges, local authority taxes and water rates from the rental income.

City Property Lets will inspect the property before the deposit is refunded to the tenant and prepare the property for re-letting or return to the landlord.

City Property Lets will attend to the day-to-day minor repairs and maintenance of the property and the landlord's contents on the landlord's behalf. We cannot undertake to meet any out goings beyond funds held. We would obtain estimates for consideration by the landlord for any major repairs or maintenance. However in emergencies and when considered necessary we will act to protect the landlords interest without consultation. On occasions, City Property Lets may receive commission from third party contractors to cover costs associated with such liaison. City Property Lets may also engage City Rental Services on your behalf providing maintenance and repair services within the private rented sector. City Property Lets reserves the right to charge the Landlord 12% (10% plus VAT) on the total value of invoices over £999.00 that are paid for by City Property Lets on behalf of the Landlord.

During void periods, which we endeavor to minimise, we are not responsible for the security of the property.

It is a term of the contract that City Property Lets Ltd carries out the above services with reasonable care and skill.

However, we are unable to guarantee the suitability or performance of tenants, timely rental payments or vacant possession at the end of the tenancy and, accordingly, we do not accept liability should these or other such problems arise.

City Property Lets Ltd require that the Landlord(s) obtain the following permissions prior to letting, where appropriate:

- (i) Consent to let from your mortgage lender.
- (ii) If you are a lessee, you may be required to obtain permission to underlet from your lessor.
- (iii) If you are a joint owner, you should, ensure that all the other joint owners are named on the tenancy agreement as owner and confirm that you are authorized on their behalf.
- (iv) You should notify your insurance company of your intention to let and obtain their agreement to extend the insurance cover on the property and its contents to cover changed circumstances.

City Property Lets requires that furnishings provided by Landlords comply with the 1987 Consumer Protection Act and the Fire and Furnishings Regulations 1988 & 1993.

It is the landlord's responsibility as owner to ensure that the property meets the requirement of the Housing Act 2004 in relation to properties that are deemed to be 'Houses in Multiple Occupation' and more specifically houses that require a license under this legislation.

The Landlord has a duty of care to their tenants that necessitates the installation of smoke detectors/fire alarm system where required.

City Property Lets will arrange an annual safety check of gas appliances in accordance with the Gas Safety (Installation and Use) Regulations 1994 and arrange for testing of all of the landlord's electrical appliances on behalf of the landlord.

Under section 78 of the Taxes Management Act 1970, if you are resident abroad it will be necessary for you to obtain an exemption certificate (NRL1), which you can obtain from our office or the Inland Revenue. This certificate permits the letting agent to remit funds to you abroad without the deduction of tax. It would be advisable to obtain advice from either an Accountant or the Her Majesty's Revenue and Customs to establish your potential liability.

Mail redirection is the responsibility of the Landlord. Arrangements for this service may be made with the Post Office.