



property moves

people matter at property moves...

**terms and conditions including
scale of charges**

**109 church road
hove
bn3 2af**

lettings: 01273 321 333

management: 01273 706 607

fax: 01273 884 888

**www.propertymoves.co.uk
enquiries@propertymoves.co.uk**

Levels of service, these can be tailor made to suit your individual needs.

	Introduction of tenant(s)	Rent collection	Full-management
Selection of Suitable Tenant(s)	✓	✓	✓
Obtaining references for possible tenants and any guarantee deemed necessary	✓	✓	✓
Preparation and signing of Tenancy Agreement	✓	✓	✓
Service of any statutory notices	—	✓	✓
Preparation of inventory	*	*	*
Collection of damage deposit	✓	✓	✓
Checking in of tenant(s)	✓	✓	✓
Collection of initial rent / rent throughout the tenancy & payment via BACS direct into your account (delete as applicable)	✓	✓	✓
Grant extension of tenancy onto periodic basis	—	✓	✓
Obtain gas and electrical Appliances Certificates, and renew annually (an additional cost on managed services)	*	✓	✓
Quarterly visits to the property, including written & photographic report detailing any issues	—	—	✓
Authorising maintenance and repairs up to the limit of £100	—	—	✓
Checking out of tenant(s) and negotiation of return of damage deposit	—	✓	✓
Provide Rental Guarantee and Legal Expenses Insurance (6 month policy, cost quoted per tenant)	£	£	£
Tenancy Deposit Scheme	—	£ 30	£ 30
Inventory cost / administration charge ▲	£	£	£
Checkout Charge ▲	£	£	£
Fee for the service selected		%	%
EPC (energy performance certificate)	£	£	£

✓ Included * Optional — Not Available ▲ depends on size of property

(All fees are subject to VAT)

Agreement Name(s): _____
(This has to be the full Names of Owners)

Property Address: _____

_____ Post Code: _____

Telephone Numbers: Home _____ Time Difference (if any): _____

Work _____ Mobile _____

Email Address: _____

Correspondence Address: _____ Post Code: _____

Emergency point of contact: _____

Preferred contractor(s) or service contracts details: _____

Utilities please give details who supplies.

Water - Southern Water, is it Metered Y N

Electric: _____ Position of meter: _____

Gas: _____ Position of meter: _____

Council Tax Band: _____ Est cost per annum: _____

Managing Agents of Building: _____ Tel No: _____

Okay to install Sky Dish: Y N Broadband available: Y N

Is there a TV Point: Y N Is there a Phone line: Y N

Broadband / Phone supplier: _____

If overseas landlord please provide your exemption number: _____

Bank Details

Name: _____

Branch Address: _____

Account No: _____

Sort Code: _____ / _____ / _____

I/we request PM to act as my/or agents in accordance with Property Moves term of service.

Signed: _____

Dated: _____

Property Moves' terms of service

It is our aim and legal duty, to ensure that you are fully aware of the nature and terms of the service which we are to provide you with. In addition it is necessary for us to have a contract with you setting out clearly what services we have agreed to provide. These Terms of Service provide this information and also serve as the contract between us. You should read carefully both these Terms of Service and also our 'Landlord's Guide'.

DETAILS OF OUR SERVICES

1. Selection of tenants

We will use our reasonable professional judgement to assess the suitability of any prospective tenant, and will report all offers to you. We will require a guarantor if either you wish for this, or it is recommended by a referencing company, where used. We will limit the number of tenants to that which you have specified. Although we use all reasonable endeavours to find the best possible tenants for you, and rarely have rent arrears problems, we do not underwrite/guarantee rental payments. We can offer a rental and legal protection insurance at an additional cost to you. Please ask for further details

2. References

We will use an established referencing system to obtain references. If you need to satisfy yourself as to the references before a tenancy is granted you must tell us at the time you instruct us.

3. Your Status

You must inform us of your status, i.e. whether you are the freehold or leasehold owner of the property, owner/occupier, resident landlord, or agent or attorney of any of these, and confirm this by producing your title documentation (such as copy Land Registry entries). This information may affect the statutory regulations relating to the tenancy. Where appropriate, you must obtain freeholder's and mortgagee's consents before any tenancy is granted.

4. Preparation of Tenancy Agreement

We have standard forms of tenancy agreement prepared by solicitors and updated by them from time to time. If you require us to deal with the preparation of the agreement and the service of any statutory notices, then we will do so in accordance with your instructions. By accepting these terms and conditions you authorise us to sign and complete the tenancy agreement on your behalf, as your agents, and we will receive and retain the counterpart agreement signed by the tenant. You also authorise us to fill in or amend any details of the tenancy agreement once this has been signed but before it has been completed, but only in accordance with your instructions.

5. Rent

If appropriate, we will collect rent in accordance with your instructions. We will deduct from the rent our charges (see "Scale of Charges") and any expenses which we have incurred on your behalf. The net amounts payable to you will be transferred to your Bank promptly on receipt by us of cleared funds, using the BACS system. Where payments are received by cheque then the date of payment will normally be a maximum of 10 working days after the date of receipt of the cheque. Where you require payment to be made to you out of the country, or by a method which incurs bank charges, you will be responsible for payment of such charges.

6. Taxation

You are responsible for paying any tax that may be payable on rents received, whether we collect this on your behalf as your agents or not.

If you are resident overseas for tax purposes we are obliged to deduct tax from rents that we receive, unless we have official confirmation from H M Revenue and Customs (HMRC) that it is in order for us not to do so.

You must let us know in writing if you are currently resident overseas for tax purposes, or if at any time during the currency of a tenancy agreement you become resident overseas for tax purposes. A failure to do so will make you liable to us for any sums (including without limitation any penalties and interest) that we subsequently have to pay to HMRC, and you agree to indemnify us accordingly.

7. Rental and Legal Protection Insurance

If you opted for the rental and legal protection at the outset you either had the option for 6 or 12 months cover. This insurance will not be renewed automatically and although we will attempt to contact you (Full Management and Rental Collection landlords only) at the renewal stage we will not continue the insurance unless you specifically instruct us to do so in writing.

8. Extension of Tenancy

Although we will attempt to contact you to advise when a tenancy agreement is due for renewal it is your responsibility to advise us whether you require us to serve any statutory notices on the tenant. We will limit the length of extensions, and only agree changes to the rent and other terms of the tenancy, according to any instructions that you have given us.

9. Charges

We will charge fees as set out in the Scale of Charges, as amended and advised to you from time to time. All fees are subject to Value Added Tax. You agree to indemnify us fully where any expenditure we have properly made on your behalf exceeds the amount of the rent received by us. We will invoice you if this happens, payment to be made within 14 days of the date of the invoice.

If the tenant fails to pay any rent on the due date we will follow a standard procedure for the collection of arrears of rent, and we reserve the right to vary the procedures at any given time.

In the event that a tenant introduced by us subsequently purchases the property at any time (a "tenant purchase") you will be responsible for letting us know and a fee of 1.5% + VAT of the purchase price will be due to us. We will invoice you if this happens, payment to be made within 14 days of the date of the invoice.

All fees are payable for the duration of the time the tenant remains at the property, with the exception of the fee payable on a tenant purchase which shall always remain due to us.

10. Enforcement

If the tenant fails to pay rent when due or is in breach of any other terms of the tenancy agreement we will notify you within 7 days of our receiving notice of this. We will instruct solicitors on your behalf if required. However, you will be responsible for all solicitors' fees and we will ask solicitors to advise you direct. We will use solicitors who are experienced in handling cases of this nature.

11. Termination of Tenancy

Upon the termination of the Tenancy Agreement (or of any extension) if the tenant fails to move out of the property then it will be necessary to obtain a Court Order. We will instruct solicitors on your behalf if required. However, you will be responsible for all solicitors' fees and we will ask solicitors to advise you direct. We will use solicitors who are experienced in handling cases of this nature. You should be aware that there can be a delay, sometimes of two/three months or more, depending on the individual circumstances of the case, between the termination of the tenancy agreement and the recovery of possession of the property by Court Order.

12. Inspections

If you have selected the Full Management Service, we will visit the property regularly, at least four times per year. Our inspections will be visual only for the purpose of ascertaining whether there is any obvious damage or disrepair.

13. Repairs

Where you have selected the Full Management Service we will give authority for maintenance and repairs up to the agreed limit. We will use our own judgement to decide whether repairs are necessary and the nature of the required repair.

If it appears that repairs are required which are likely to cost more than the agreed figure, we will report to you. It will then be a matter for you to decide what steps to take. We will arrange repairs in accordance with your instructions on the basis that you will be responsible for meeting the cost. Where you require us to arrange for repairs to be carried out, we will appoint reputable, established contractors. If you wish us to use your nominated contractors, you must notify us of their details at the time you appoint us as your agents. The cost of any repairs which we incur will be deducted from rent which we receive (see Scale of Charges). If we incur any cost in excess of rent received and held by us, then we will invoice you, payment to be made within 14 days of the date of invoice.

14. Accounting

We will provide you with a regular statement of account showing rents received and our charges, including expenses incurred on your behalf.

15. Deposit & Tenancy Deposit Scheme

We will require a tenant to pay a deposit before allowing a tenant to occupy the property. The deposit will be equivalent to 6 week's rent unless you have instructed us to require a different sum.

It is law that every deposit has to be registered. If we let the property on an Introduction Only basis then the deposit will be paid to you (unless otherwise agreed beforehand). You must then ensure that the deposit is properly registered with one of the registered statutory schemes within 14 days of the tenants moving in. You must also comply with the regulations as to the use of any money out of the deposit and the referral of any disputes to the Tenancy Disputes Service. If we carry out Full Management or Rental Collection on your behalf, we will register the deposit and comply with the regulations in respect of the same, as your agents, at additional cost to you as agreed at the outset.

At the end of a tenancy, a tenant has 90 days after they move out to refer a dispute. If you/we are by then in receipt of the disputed deposit sum then you/we shall forward such disputed sum to the relevant deposit scheme as soon as you/we become aware of the tenant's claim.

Please see further details at www.direct.gov.uk/en/TenancyDeposit/Index.htm or www.mydeposits.co.uk.

16. Insurance

It is your responsibility to insure the property and your contents for the duration of the tenancy (including any extension) and for any period when the property may be vacant. In the event we become aware of any damage occurring which may come within the terms of the insurance, we will report to you in order that you may make a claim as necessary.

17. Hire Purchase

You must ensure that you meet all rental hire payments and hire purchase instalments on any contents of the property which are included in the inventory, for the period of the tenancy (including any extension).

18. Energy Performance Certificates (EPC's)

It is the law that every rental property has to have an EPC available for a tenant to view at the time of their initial enquiry/viewing. An EPC is only required for properties that are marketed after the 1st October 2008 and they last ten years. We can organise this, if requested, at an additional cost or otherwise you will need to make your own arrangements prior to us marketing.

19. Gas Safety Certificates (GSC's)

By law every tenanted residential property has to have an annual GSC inspection carried out by a CORGI registered engineer. On your instructions we can organise a GSC inspection at the outset. If we fully manage or carry out a rental collection service, we will instruct a new GSC inspection to be carried out whenever a GSC comes up for renewal, unless you have instructed us to the contrary in writing at the outset of the tenancy agreement. This is chargeable to you and will be deducted from the rent.

20. Housing Benefit

If your tenant claims housing benefit (whether this is agreed at the outset of the tenancy or if the tenant has to subsequently claim due to a change in personal circumstances) any rent received by the landlord that the housing benefit office deems to be an "overpayment" must be repaid by you, and you agree to indemnify us against any liability we may incur in this regard.

21. Withdrawal of Your Instructions

Although we will not charge a fee until a tenant moves into a property, we will be entitled to invoice you for our reasonable expenses and time spent marketing the property (up to the maximum fee agreed with you for the letting of the property at the outset) if you choose to pull out of a tenancy once we have verbally agreed with you to take a holding deposit off a prospective tenant. This does not affect your rights to refuse a tenant if poor references are subsequently received.

22. Courts and Tribunals

You will be responsible for all applications to and appearances before any Courts or Tribunals. Where you ask us to deal with any such applications or Court proceedings on your behalf, with or without solicitors, then we will make an additional charge (see Scale of Charges). You will be responsible for the charges of all solicitors, surveyors or others whose services are required in relation to such applications or proceedings.

23. Landlord's Address

Under the terms of the Landlord & Tenant Act 1987, we are required to give the tenant an address in England or Wales where any Notices may be served upon you. We will give the tenant our address unless you require some other address to be given.

24. Indemnity/Ratification

You undertake to ratify whatsoever we shall lawfully do by virtue of this Agreement as your agents and to indemnify us against all costs and expenses properly incurred by us in carrying out our duties and all other actions and acts pursuant hereto including legal expenses.

25. Termination

Where we have agreed a Full Management or Rental Collection service in respect of a property, the service shall not be terminable by you during the currency of any tenancy agreement. You will only be able to terminate where a Full Management or Rental Collection service has been agreed on 14 days written notice expiring at the end of the tenancy agreement, provided that no tenancy extension has been agreed beforehand.

26. Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999 is excluded from this contract to the extent lawfully permitted.