



Independent Estate Agents
Sales, Lettings, Management & Mortgages

Lettings Agency Agreement

LANDLORD FEES SCHEDULE

www.adamsea.co.uk

LEVELS OF SERVICE OFFERED

	Tenant Find One Months Rent min £600 inc VAT	Rent Collection 9.6% of monthly rent inc VAT	Fully Managed 13.2% of monthly rent inc VAT
Agree the Rental Value	✓	✓	✓
Provide guidance on compliance with statutory provisions and letting consents	✓	✓	✓
Advice on refurbishment requirements	✓	✓	✓
Erect board outside property in accordance with Town and Country Planning Act 1990 (where possible)	✓	✓	✓
Market the property and advertise on relevant portals	✓	✓	✓
Carry out accompanied viewings (as appropriate)	✓	✓	✓
Find suitable Tenants	✓	✓	✓
Advise on non-resident tax status and HMRC (if relevant)	✓	✓	✓
Collect and remit initial months' rent	✓	✓	✓
Provide tenants with method of payment	✓	✓	✓
Deduct any pre-tenancy invoices		✓	✓
Make any HMRC deductions and provide tenant with NRL8 (if relevant)		✓	✓
Agree collection of any shortfall and payment method		✓	✓
Demand, collect and remit the monthly rent		✓	✓
Pursue non-payment of rent and provide advice on rent arrears actions		✓	✓
Advise all relevant utility providers of any changes			✓
Hold keys throughout the tenancy term			✓
Arrange routine repairs and instruct approved contractors (providing three quotes)			✓
Security Deposit dilapidation negotiations			✓
Undertake two routine visits per annum and report accordingly			✓
Tenancy deposit protection			✓

Letting Service Options	Tenant Find	Rent collection	Standard Managed
Management Fee	N/A	9.6% pcm inc VAT	13.2% pcm inc VAT
Set Up Fee (Marketing, accompanied viewings, tenant referencing)	One Months Rent min £600 inc VAT	60% one Months Rent min £600 inc VAT	60% one Months Rent min £600 inc VAT

Landlord Fees Schedule			
Pre Tenancy Fees (All Service Levels)		End of Tenancy Fees	
Energy Performance Certificate	£75 inc VAT	Check-out Fees	£90 inc VAT
Gas Safety Certificate (GSR)	£75 inc VAT	Tenancy Dispute Fee	£72 inc VAT
Electrical Installation Condition Report (EICR)	Subject to Quotation	Service of Legal Notice Fees (Section 8 or 21)	£72 inc VAT (per notice)
Portable Appliance Testing (PAT)	Subject to Quotation	Court Attendance Fees, per attendance	£120 inc VAT
Legionella Risk Assessment	Subject to Quotation	Financial Charges	
Installing Smoke and Carbon Monoxide Alarms	Subject to Quotation	Submission of Non-Resident Landlords Receipts to HMRC	£54 inc VAT (quarterly)
Testing Smoke and Carbon Monoxide Alarms on the first day of the tenancy	£54 inc VAT	Additional HMRC Reporting Fees	£54 inc VAT (per request)
Rent Guarantee	Subject to Quotation	Annual Income and Expenditure Schedule	£18 inc VAT (annually)
Handling local authority licensing application	Subject to Quotation	Same-Day Payment Fees	£10 inc VAT
Start of Tenancy Fees		Other Fees and Charges	
Guarantor Fees (per Guarantor)	£50 inc VAT	Arrangement Fees for Refurbishments over £500	12% inc VAT (net cost)
Deposit Registration Fees (Included with Fully Managed)	£36 inc VAT	Obtaining three or more contractor quotes. Fully Managed Service only	£18 inc VAT (per quote)
Accompanied Check-In Fees	£50 inc VAT	Management Take-over Fees	£144 inc VAT
Inventory (Included with Rent Collect and Fully Managed)	£180 inc VAT	Deposit Transfer Fees	£120 inc VAT
Landlord Withdrawal Fees (before move-in)	£200 inc VAT	Notes	
During Tenancy Fees			
Additional Property Visits (Two routine visits included with Fully Managed)	£54 inc VAT		
Tenancy Renewal Fees and Rent Review	£144 inc VAT		
Right to Rent Follow Up Check	£50 inc VAT		
Landlord Withdrawal Fees (during tenancy)	£200 inc VAT		
Arrangement Fees for works over £500	12% inc VAT (net cost)		

GENERAL AUTHORITY

The Landlord confirms that he/she is the sole or joint owner of the property and has the right to rent it out under the terms of the mortgage or head lease. Where necessary the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties of Property Management. The Landlord also agrees that the Agent may take and hold deposits. It is declared that the Agent may earn and retain commissions on insurance policies issued.

SERVICE LEVELS AND COMMISSIONS

The commissions detailed in the Lettings Service Options are payable by the Landlord to the Agent following the introduction of a Tenant who enters into a Tenancy either directly, indirectly or through an introduction from an existing Tenant found by us for as long as the Tenant remains in occupation. If more than one person forms the Landlord, all persons will be joint and severally liable for all the fees, charges and obligations included in this Agreement.

STANDARD PROCEDURES

Statements

All monthly statements and invoices will be sent by email. Duplicate hard copy statements of account can be supplied.

Payment of Fees

Initial letting fees will be deducted from the initial rent collected from the Tenant at the commencement of the Tenancy. In the event that the initial administration and letting fees and any other charges payable amount to more than the initial rent the balance must be paid prior to the commencement of the Tenancy. The Tenancy Agreement and Deposit will be retained until any outstanding fees are paid to us. All fees are due within fourteen days of our invoice.

Rental Payments

The Agent will endeavour to arrange a standing order for all future rent payments to be made directly to us or to you if we are appointed for an Introduction Service only.

Monies, less our fees and any expenses incurred, will be transferred to your nominated bank/building society account within ten working days of receipt of cleared funds. Any other means of payment, such as cash, will be subject to an additional charge of 3.6% inc VAT of the rent collected.

The Agent cannot be held responsible if the Tenant fails to pay their contractual rent. We will however take such action on your behalf as is appropriate to recover rent arrears if we are instructed to collect rent on your behalf. If serving the appropriate notice does not have the desired effect the Agent will advise you how to instruct solicitors to take further action. You will be liable for the legal charges incurred. The Agent cannot be held responsible for any bank charges resulting from late or non-payment of rent by a Tenant.

For our managed services the maximum amount of advanced rent the Agent will accept is five months. Any further rent due will be paid on the respective monthly anniversary of the commencement

date of the Tenancy. If five months rent is paid in advance the Agent reserves the right to withhold one months rent to cover any costs that may arise during the Tenancy.

Client monies will be held with Adams Lettings Limited, 54 High Street, Runcorn WA7 1AW. The protected client account details are as follows: Lloyds TSB Sort Code 50-00-00 Account Number 29895669.

End of Tenancy

At the end of the Tenancy the Agent will retain the last months rent payment until all Landlords debts in relation to the Property during the term of the Tenancy have been satisfied.

Payment of Other Outgoings

The Agent will, if instructed, discharge other liabilities (eg ground rent or service charges) from the rental income providing we are holding sufficient funds. It is your responsibility to instruct these service providers to contact the Agent directly. We are unable to act on your behalf in connection with any dispute arising from such payments and accept no responsibility in event of such a dispute.

Money Laundering

In order to comply with legislation we have a legal duty to report any Landlord or Tenant who arouses suspicion with regard to money laundering.

Interest on Clients Monies

Any interest incurred on clients monies which the Agent holds will be retained by us to contribute towards bank and administration charges.

References

The Agent may use a credit referencing agency to obtain references on potential Tenants and Guarantors. The details contained in the report should not be used as the sole reason for making a decision to accept a potential Tenants application. The Agent can not be held liable for any inaccuracy or incompleteness of any information appearing in the report since it is provided by a third party.

Right to Rent

The Agent will, where applicable, make the necessary checks to establish the right of occupancy of all adults who are seeking to occupy your property.

Inventories

An Inventory and Schedule of Condition is essential whether your Property is let furnished or unfurnished to reduce the risk of any dispute arising in respect of the security deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation.

The Agent will provide an Inventory/Schedule of Condition for every new Tenancy that we arrange which an independent company of our choice will undertake. The Agent cannot be held responsible for any errors or omissions on their part unless it is due to our negligence or breach of contract.

TERMINATING THE AGREEMENT – SERVICE OF NOTICE

All Tenancies must be terminated by serving the Tenant with a valid notice to quit whether the initial Agreement is still valid or if a Statutory Periodic Tenancy has become effective.

The exact form of notice, length of notice and expiry date depends upon the type of Tenancy that has been granted and will be specified by the Housing Act. We will inform you of how much notice you need to give. The Agent must be told in writing when the Landlord wishes to serve notice on the Tenants. The Agent cannot be held responsible for any delay in regaining possession if the Landlord fails to give the Agent sufficient written warning of their intention to quit.

If the Tenant fails to surrender possession at the end of the notice period it will be necessary to commence legal proceedings to obtain a possession order. The Agent can recommend solicitors who are specialists in this field. The cost of any legal proceedings is the Landlords responsibility. We recommend taking sufficient insurance to cover for these eventualities.

We deem notices to be served if delivered to the last known address of the Tenant or Landlord. If either party deliver by hand any notices or documents which are necessary under this Agreement or any legislation to the other party or to the last known address of the other party, it must be by 4:30pm. If later than this the documents or notices will be deemed served on the next working day, not including Saturdays, Sundays or Bank Holidays. If any documents or notices are sent by registered or recorded delivery, they will be deemed delivered on proof of delivery being obtained.

The Agents normal course of action is the postal service, if you request hand delivery an additional fee will be incurred. Please refer to the fee table on page 2.

The address for the service for the Landlord and for the Agent is detailed in the Tenancy Agreement or this Lettings Agency Agreement.

Early Departure of Tenant

If a Tenant leaves the Property of their own accord prior to the expiration of the Tenancy and in breach of their obligations under the agreement. Landlords should seek appropriate advice from debt recovery specialists. The Agent will assist where necessary in this process.

RENEWAL OF TENANCY AGREEMENTS

The Agent will contact you prior to the end of any fixed term Agreement to confirm the Tenancy will become a Statutory Periodic Tenancy if the Tenant remains in occupation of the Property.

If you wish to enter into a new fixed term Agreement or wish to terminate the Tenancy at the end of the fixed term you will need to confirm your instruction to us in writing leaving ample time for notice to be served.

If a Statutory Periodic Tenancy becomes effective the rent can only be lawfully increased on an annual basis if we serve the Tenant with a notice. This notice advises the Tenant that they have the right to challenge the proposed increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. If a Tenant makes a counter proposal we will ask you if you wish to accept it or if you wish to pursue to a hearing with the Rent Assessment Committee.

Renewals For Let Only Clients

Where, with the consent of the Landlord, the tenancy is renewed or extended to the same Tenant or any person associated with the Tenant originally introduced by the Agent a renewal fee equivalent to 7.5% of the gross rental for the term shall be payable on the

renewal date. The Agent will prepare the tenancy agreement, if required, for the new or extended tenancy and the terms of this agreement shall continue until the Tenant leaves or this agreement is terminated.

LANDLORDS OBLIGATIONS

Tenancy Deposit Protection

The provisions of the Housing Act make it a legal requirement that all deposits paid under an Assured Shorthold Tenancy have to be registered with a government approved scheme within 30 days of receipt.

We will collect the deposit with the first months rent. For our Full Management and Rent Collection Services the deposit will be held and registered in an approved scheme. The deposit can only be released on written instructions from both parties.

Tenancy Deposit Protection Service

We are members of a tenancy deposit protection scheme which provides an independent and impartial method of resolving any differences between Landlords and Tenants at the end of a tenancy. At the end of a tenancy the Landlord and Tenant should attempt to agree the basis for repayment of the deposit. If there is a dispute the service provides for the case to be dealt with by an independent case examiner. The examiner is an impartial qualified expert who will make a decision and therefore avoid the need for potentially protracted court action.

TDS Custodial - West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 7TG

If the Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the Deposit Protection Scheme.

If the Landlord decides to hold the Deposit the Agent will transfer it to the Landlord within 7 days of receiving it. It must then be registered with a Tenancy Deposit Protection Scheme within a further 7 days. If the Landlord fails to do so the Tenant can take legal action against the Landlord. The Court will make an order stating the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme. In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice until compliance with the above conditions. The Agent has no liability for any loss suffered if the Landlord fails to comply.

Correct Information

The Landlord warrants that all the information provided to the Agent is correct to the best of their knowledge and belief. In the event that the Landlord provides the Agent with incorrect information which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

Change of Contact Details

It is the Landlords obligation to notify the Agent, in writing, of any change to their contact details including; telephone numbers, postal and email addresses. The Agent cannot be held liable for loss of information where the Landlord has not notified us of any changes to the information we hold.

Safety Regulations

The following information is intended only as a guide for Landlords and should in no way constitute a detailed interpretation of the complete regulations.

Whilst the regulations might appear onerous they are designed to ensure the safety of the property and Tenants. Landlords should

Inventories and Check Out Reports

Instructed by the Agent on Full Managed Services only, Let Only Landlords need to provide these to the Agent.

Reimbursement and Compensation

The Landlord undertakes to keep the Agent fully and effectively compensated and reimbursed in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms set out in this Agreement, including any subsequent amendments to or replacement regulations.

For the avoidance of doubt we reserve the right to have work carried out on your behalf and at your expense to ensure that you fulfil your contractual and statutory obligations as Landlord.

Late Payment of Charges

If payment is not received within 30 days of our invoice date interest will be added daily on the sum due at a rate of 3% above the base rate set by a clearing bank.

Data Protection

In order to comply with legislation to prevent any unauthorised access to or use of personal data we have the responsibility to keep information confidential. We will only use confidential information if fees are not paid and we wish to refer the matter to a debt collector or solicitor; Or if we are specifically required by law to pass it to a government agency; Or to change account details for utility suppliers and council tax into or out of your name; Or when a contractors invoice has not been settled by you.

Employment of Third Parties

From time to time the Agent will be required to employ a third party to carry out procedures necessary for the effective letting and/or management of your Property. We will not be held responsible for any loss or damage that you suffer through the act or any default or negligence of any third party including any bank or building society which may arise other than through our own negligence or failure on our part.

Other Services

We reserve the right to offer a range of other services to Landlords and prospective Tenants from which we may derive commissions or fees. Where required by law we will declare these fees in writing.

COUNCIL TAX

Payment of council tax will normally be the responsibility of the Tenants in the property. However, Landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the property.

SERVICES

The Agent will take meter readings whenever possible at each change of occupation in the property. It is the responsibility of the incoming Tenant to inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases the service companies (eg BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenants or Landlords behalf. Regarding mail, Landlords should take care to inform all parties (eg Banks, clubs, societies etc.) of their new address. It is not always possible to rely on Tenants to forward mail to Landlords.

INSTRUCTIONS

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment or other

significant details regarding the letting be confirmed to the Agent in writing/email.

HOUSING BENEFIT

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit or other benefit scheme paid to or on behalf of the Tenants as rent. This undertaking shall remain in force during the tenancy and up six years thereafter, whether or not the Agent continues to let or manage the property under this Agreement.

LEGAL PROCEEDINGS

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions or there are significant rent arrears or breaches of the Tenancy Agreement the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlords behalf. The Landlord is responsible for payment of all legal fees and any related costs.

CONTRACT LAW

Landlords need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the Tenant is an individual you will also need to comply with unfair contract regulations which states clauses in the Agreement must be fair to the Tenant. We will provide you with a specialist comprehensive Tenancy Agreement.

Tenancy Agreements

The standard term of our Tenancy Agreements is six months after which time a Statutory Periodic Tenancy will become effective, unless both the Landlord and the Tenant agree to renew the Agreement for a fixed period. Tenants are under no obligation to retain possession of the Property at the end of the initial Agreement and are not required to provide notice if they wish to surrender possession on the expiry date.

Assured Shorthold

If the applicant is an individual and the agreed rent is £100k per year or less we will use an Assured Shorthold Tenancy Agreement. Tenants are not required to give notice of their intention to release possession of the Property unless a Statutory Periodic Agreement has become effective. If this is the case two months notice in writing from the next rent date will be required from the Landlord.

Common Law

Where the net rent payable exceeds £100k per year or at a proportionate level for a shorter Tenancy, a Common Law Agreement is required. This is not governed by the Housing Act but is nevertheless subject to other statutory regulations.

Company Lets

Companies usually insist that a break clause is inserted into the Tenancy Agreement. This means that the fixed term of the Tenancy may be terminated by the company at an earlier date than specified in the Agreement. If there is an 'option to renew' clause the Tenant will have the legally binding right to renew for a further term provided the Tenant complies with the conditions within the clause. If the Property is sold it will be sold with the benefit for the Tenant of the option to renew. The Landlord would not be able to obtain vacant possession unless the Tenant was in breach of the Agreement.

note that the penalty for non-compliance with these regulations is a fine or imprisonment.

The Agent holds full details about all regulations and Landlords, if in doubt, are advised to seek further guidance from us. Failure to comply with these regulations may constitute a criminal offence.

Gas Safety

Landlords are required to arrange an inspection carried out by a registered gas engineer to check all gas installations. A Gas Safety Certificate will be issued a copy of which must be held by the Agent and given to the Tenant at the commencement of the Tenancy, once the gas engineer is satisfied that all installations fulfil all requirements. This certificate must be renewed annually. Landlords are also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied.

In the event that we have a Tenant ready to move in, and a previously agreed Gas Certificate is not available the Agent may commission one at the Landlords expense to enable the Tenants to move in.

Fully Managed. Agent will automatically arrange the gas safety annual renewal unless alternative written instruction is received from landlord, failure to provide written instruction to agent, landlord agrees to reimburse full cost to agent, please refer to fee table on page 2.

Tenant Find Only. Agent will not regulate or notify landlords of due dates. Landlord is responsible for compliance, you agree to provide an in date certificate prior to commencement of tenancy, agent will not proceed to move in a tenant in the absence of required safety certificates.

Supply meters cannot be replaced without the Landlords written agreement.

Furniture and Furnishings

All furniture and furnishings included in the Tenancy must be comply to regulations. Compliant furniture will always carry the correct label indicating that it is legal. It is the Landlords responsibility to ensure these regulations are adhered to. The Agent is unable to accept any Property where non compliant furniture and/or furnishings are present at the commencement of the Tenancy. Any such furniture/furnishings should be removed from the Property prior to the commencement of a Tenancy.

Electrical Safety

It is the Landlords responsibility to ensure that the electrical installation at the Property and any electrical appliance included is safe. From 1st July 2020 Landlords are required to arrange an inspection carried out by a qualified electrical engineer before the tenancy begins. The landlord will then need to ensure that the installation is inspected and tested at least every five years – and more often if the most recent safety report requires it.

Once the electrical installation has been tested, the landlord must: Ensure they receive a written report from the person conducting the inspection, which includes the results and the required date for the next inspection; Supply a copy of this report to each existing tenant living in the property within 28 days of the inspection; Supply a copy within seven days to the local authority, if they request a copy; Keep a copy of the report until the next inspection, and give a copy to the person undertaking the next inspection.

For new tenancies, the landlord must: Give a copy of the most recent report to a new tenant before the tenant occupies the property; Give a copy of the most recent report to any prospective new tenant who requests the report in writing, within 28 days of receiving such a request.

The Landlord is also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied.

Internal Window Blinds and Curtain Fittings

It is the Landlords responsibility to ensure all Blinds and Curtain Tracks comply with regulations where necessary.

Fixed Glass Panels

It is the Landlords responsibility to ensure all glass panels comply with regulations where necessary.

Health and Safety

Landlords should be aware of the health and safety implications when letting their property. The Agent is not qualified to offer advice but can help finding suitably qualified professionals to advise.

Mortgages and Consent for Letting

If you have taken out a mortgage on the property you are letting you will need to obtain the consent of your mortgage lender. It is very unusual for them to refuse permission but most will charge an administration fee for giving consent. In turn they will require information on the type of tenancy agreement you intend to use, how long the tenancy is for and they will require certain notices to be served on the Tenant.

Sub-letting and Leasehold Properties

If your property is leasehold your lease will specify whether or not it is necessary to obtain permission to sub-let from the Freeholder or Managing Agent. It is essential to clarify the situation before marketing your property as some leases place restrictions on the type of sub-letting that will be approved and it is not possible to impose conditions on a Tenant after the Tenancy has started.

Smoke and Carbon Monoxide Alarms

The Landlord must ensure that there is a smoke detector fitted on every floor where there is a room used partly or wholly as living accommodation.

A carbon monoxide alarm is legally required in any room where solid fuel is burnt such as wood, coal or biomass, including open fires - and also any gas appliance, except a gas cooker. A carbon monoxide alarm is not required for oil or LPG.

Alarms must be tested and recorded as working on the first day of tenancy. On the Full Management service only, the Agent will arrange for an inventory check-in to be conducted on the first day of tenancy and the inventory clerk will check for and test the relevant alarms. Where the alarms are not in place or in working order they will be replaced or supplied and the cost of replacement or the cost of the alarm to be supplied will be the cost of the Landlord. Ongoing checks are the responsibility of the Tenants and they will be advised of such.

Legionella

Landlords are under a duty to ensure that the risk of exposure to Tenants, residents and visitors by Legionella is properly assessed and controlled. The liability to comply with these regulations remains with the Landlord. The Agent can arrange a quote from a suitably qualified contractor to carry out the assessment on the Landlords behalf. The Agent will make guidance notes on Legionella disease available to Tenants.

Houses in Multiple Occupation

From the 1st October 2018 if a property is being let to five or more persons, who are not related and who are sharing facilities, the Landlord must apply to the local council for a mandatory HMO licence. It is an offence to operate an HMO without applying for a licence. This offence is subject to heavy fines. There will also be

minimum room sizes for any room being used as a bedroom. The minimum sizes are:

- 4.64 m² for any room in which one child under the age of 10 sleeps
- 6.51 m² for any room in which one person over the age of 10 sleeps
- 10.22 m² for any room in which two people over the age of 10 sleep

Any rooms that are smaller than 4.64 m² cannot be used as a bedroom. In fact, if there is any room within the HMO that is smaller than that, irrespective of how it's being used, the Landlord will have to inform the local housing authority. If in doubt please just ask.

Selective License

If the property is not required to have an HMO License, it may still be required to have a Selective License. The Landlord must check with the Local Authority if this is required.

PROPERTY CRITERIA

The Agent will only accept properties that are presented in a clean condition at the commencement of any Tenancy. The windows should be cleaned inside and out any necessary redecoration should be carried out and if needed, the carpets should be professionally cleaned and the garden well tended. Any domestic appliances included must be in full working order with user manuals and any guarantees provided.

Cleaning

We will notify Landlords should the Property require further cleaning at the commencement of any Tenancy. The Agent can arrange cleaning on your behalf and will do so if the necessary cleaning has not taken place 48 hours prior to the commencement of a new Tenancy. There will be Admin Fee charge of £45 inc VAT in addition to the cleaning charge for arranging these services.

Keys

Three sets of all door keys must be provided to the Agent prior to the commencement of a Full Management Tenancy and for Let Only one set is required. Further sets will be required should there be more than two Tenants named on the Agreement.

If these are not supplied 48 hours before the Tenancy start date, we will arrange for them to be cut. The cost of cutting keys will be at your expense. The Agent secure key tagging system ensures that third parties can not identify which Property a set of keys belongs to therefore in the event of keys being lost or unaccounted for. The Agents liability is limited only to the cost of cutting replacement keys.

Domestic Appliances

The Landlord will be responsible for maintaining/replacing domestic appliances during the course of a Tenancy. The Agent is unable to accept any such appliances on the basis that they will not be repaired/replaced. Any such appliances should be removed from the Property prior to the commencement of a Tenancy.

If an appliance fails irreparably during the Tenancy we will with your approval select and purchase a replacement. We will endeavour to ensure that we obtain the best deal we can for the Landlord.

Utilities

Please note Tenants may choose to and are entitled to change the service provider and type of meter for gas and electricity during the period of their Tenancy. The meters cannot be changed without the Landlords written consent.

MAINTENANCE OF THE PROPERTY

In accordance with the Landlord and Tenant Act, Landlords must keep in good repair: The Property structure and exterior; Installations for supply of gas, electricity and water; Appliances for supply of space heating and water heating; Sanitary appliances.

The law states that all repairs must be carried out within a reasonable time of the Landlord being given notice of the need for repair. By signing and returning our Agreement for Full Management Service or Premium Service you give us the authority to instruct contractors to carry out minor repairs/routine works, to comply with the above legislation up to a value of £360 inc VAT without your prior consent. The Agent will carry out such works in a timely manner and act in and protect the Landlords interests.

If repairs or routine works are likely to exceed £360 inc VAT we will, except in situations we view as an emergency, endeavour to contact you to obtain your authorisation to incur that expense. In the event we do not receive contrary instructions from you in writing within seven days we will proceed with your authority to act as we deem appropriate. We will also request payment in advance where works exceed the value of rent less our charges. We are unable to overdraw against your account.

If the Agent manages the Property but does not hold sufficient funds to arrange repairs or maintenance we are not liable for any loss or damage suffered unless it is due to our negligence or breach of contract. We will not arrange for repairs or routine works if we do not manage the property.

Should work or improvements be carried out at the Property you should arrange to personally inspect or appoint a representative to personally inspect them for you. The Agent can not be held responsible at a later date should you not be happy with the work carried out.

Refurbishment

We are able to arrange for partial or total refurbishment of the Property. We will not arrange any works or purchases unless we have clear funds to cover the costs incurred plus our fees.

Major Repairs

We are able to arrange quotes for major redecoration or repairs. We will also check that the work has been carried out to a satisfactory standard, however, we are not qualified surveyors and cannot guarantee the quality of the work. We will also pay the contractor directly from your rent account if the funds are available. If not, an agreement needs to be made between the Landlord and the contractor prior to the works taking place.

Water Systems

The Agent can not be held liable for any loss or damage to water systems at the Property as a result of frost and/or cold weather. The Landlord should therefore ensure that such risks are covered by insurance and that adequate arrangements are made to protect water systems from such damage.

Insurance Claims

We will handle insurance claims as required on the Full Managed service only. This is on the basis that you have given your insurance company authorisation to speak to us.

Property Visits

Once a Tenant has moved into the Property, as part of our Full Management services, we will visit the Property twice in a twelve month period. Following a visit, if anything is untoward, a report will be sent to the Landlord. This report is not a survey and we cannot be held liable for any hidden or latent defects.

Waiting at Properties

If we manage the Property we will endeavour to arrange a mutually convenient time for any contractors to meet at the Property and undertake work on your behalf. We are unable to meet a contractor if we do not manage the Property.

VACANT PERIODS

If your insurer has specified requirements regarding your Property during vacant periods you must notify the Agent and the Tenants, prior to the commencement of the Tenancy so that relevant conditions are made part of the Tenancy Agreement.

Our services do not include supervision of your Property when it is vacant (eg waiting to be let). On receipt of your instruction we can arrange scheduled visits once a week during our office opening hours. It should be noted that such inspection can only extend to obvious visual defects and we can not accept responsibility of any latent or hidden defects.

Premature Surrender

If on or after the first anniversary of unpaid rent the Property appears to have been abandoned the Tenancy will be deemed surrendered and the Agent will commence proceedings to take possession of the Property.

TAXATION

We may be required to provide details of Landlords who have let a Property in the UK and the gross rent received. You agree to disclose to us both your residency status and residential address and will notify us of any change to either. Where the Landlord is resident abroad or taxed as such, we will be entitled to retain out of any monies received the amount of any tax and to pay to HMRC. The Landlord hereby indemnifies the Agent against all payments of tax, interest thereon or penalties levied on the Agent.

SOLE AGENCY AND WITHDRAWAL

In signing this agreement you agree that we are entitled to a 16-week Sole Agency period in which we have the exclusive right to find a tenant for the property.

You will be liable to pay our fee in addition to any other costs or charges agreed if at any time we present a ready, willing and able Tenant. Or, as this is a Sole Agency contract with a Tenant introduced by anyone else during our Sole Agency period.

Termination of Management

Either party has the right to terminate this Agreement in writing: upon the Tenant's vacation or if either party breaks any important term or condition of this Agreement during a Tenancy where the breach is not remedied within thirty days of written notice and monetary compensation is wholly inadequate.

The Landlord may withdraw instructions from the Agent to manage the Property with four months written notice. In the event that the Tenant remains in possession of the Property, charges will be payable as if the Agent were then instructed on an Introduction Service basis where a fee of 75% of one month's rent is payable. If the Agent has provided a Rent and Legal Protection Policy there will be a charge of 2.5% of the annual rent inc VAT or an appropriate proportion of the unexpired term of the policy.

The Agent may terminate the Agreement immediately if you breach any of the Terms contained in this Agreement or the Tenancy Agreement, which are not remedied within thirty days of written notice or in the event that you do or do not do something which makes it impossible, impractical or illegal to continue providing our services.

We reserve the right to assign our rights and/or obligation under

this Agreement upon giving you three months written notice. In all other circumstances we will give you three months written notice before terminating this Agreement.

GENERAL DATA PROTECTION

In signing this agreement you give consent for us to process your personal data noted on this agreement and transmitted in future messages for the purpose of marketing the property. You additionally authorise us to communicate your personal data to third parties who are a necessary adjunct to the marketing process, such as, but not limited to; Signboard Contractors, Solicitor and Financial Service providers. You may withdraw consent at any time and once our business relationship is at an end you may request the information be deleted.

RIGHT TO ACCESS INFORMATION HELD

Changes must be received in writing to the Agent. Information held for the duration of service and for the purposes of re-letting the property.

DATA PROCESSORS

Information will be provided for the course of duty and erased within 48 hours of the request being finalised, for example, contractors attending to works.

OMBUDSMAN SCHEME

We are members of a property ombudsman redress scheme and follow their code of conduct. Their code and consumer guide is available on their website. In the event that you have a complaint please discuss it with the Branch Manager. In the unlikely event that it can not be resolved you have the right of referral to them: The Property Ombudsman - Milford House, 43-55 Milford Street, Salisbury, SP1 2BP T 01722 333306 W www.tpos.co.uk

NOTICE OF THE RIGHT TO CANCEL

If this agreement is concluded in a place which is not the business premises of the Agent you have the right to cancel within 14 days without giving any reason. This right can be exercised by sending us a clear statement, by email, post or durable medium, before the cooling off period has expired. You may use the Cancellation Notice overleaf but it is not obligatory. The notice of cancellation is deemed to be served as soon as it is posted or emailed to us. The Agreement is being signed in the Agents premises, the cooling off period does NOT apply and marketing will begin immediately

The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to begin marketing immediately on the understanding that withdrawal fees may apply if you cancel the contract

The Agreement is being signed away from the Agents premises, the 14 day cooling off period DOES apply. You instruct us to wait 14 days to begin marketing





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01925 398343
s.heath@adamsea.co.uk
12-14 Walton Road, Stockton Heath, Cheshire WA4 6NL

0151 4204055
widnes.lettings@adamsea.co.uk
53-55 Albert Road, Widnes WA8 6JS

PROPERTY DETAILS

Address:

Postcode:

Initial Marketing Rental Value

This is the figure we will start marketing, the actual price may differ

LETTINGS SERVICE OPTIONS

Premier Managed ☐ Standard Managed ☐
Rent Collection ☐ Tenant Find ☐

EXAMPLE FEE

Based on your selection above, the Commission Fee you can expect is:

Fee as a percentage % Fee £ pcm
Plus VAT of £ Total £ inc. VAT pcm

LANDLORD DETAILS

Name:

Address:

Postcode:

Email:

Telephone:

LANDLORD'S BANK

Bank

A/C name

Account no. Sort code

ENERGY PERFORMANCE CERTIFICATE

In signing this agreement you acknowledge that you are required to provide an up to date EPC for your property. Your options are as follows (please tick one):

- ☐ I have an up to date EPC and will provide a copy
☐ I will order an EPC within 7 days, provide evidence that an order has been placed and provide a copy of the EPC within 21 days
☐ I will pay you £ inc VAT to prepare an EPC for me

CLIENT IDENTITY

We are required to prove the identity of clients letting property prior to the commencement of marketing. We may accept emailed or scanned documents from clients who are abroad where the cumulative weight of information presented and the risk levels associated with the transaction are balanced. We may use an online service to check identity, this is not a credit check. Two forms of identity are required: A document identifying the person and an address linking document

Document produced

Document produced

NOTICE OF THE RIGHT TO CANCEL

- ☐ Agreement signed in the Agents premises, immediate start
☐ Agreement signed away from Agents premises, immediate start
☐ Agreement signed away from Agents premises, wait 14 days to begin

LANDLORD HOMECARE COVER

Do you have Landlord Home Care Cover. Yes/No
(If Yes please provide the following:)

Provider Name

Contact Number

Reference Number

LANDLORD AUTHORISATION

I/we have read, understood and agree to the terms of this Agreement

1: Signed

Print

Date

2: Signed

Print

Date

AGENT AUTHORISATION

Signed on behalf of the Agent

Signed

Print

Date

Office

Tel:

This is not a dis-instruction form: Only complete, detach and return this section of the form if you wish to cancel the contract within the 14 day cooling off period, if applicable. I/We hereby give notice that I/We wish to cancel my/our contract as described below.

Date

Client

Address

Signature