



SimonHeal
E S T A T E A G E N T S

The Estate Office, Brook Hall, Evercreech, BA4 6DP

Telephone (01749) 343 111

e-mail : joanna@simonheal.co.uk

www.simonheal.co.uk

LANDLORD'S LETTING AGREEMENT



SimonHeal
E S T A T E A G E N T S

Simon Heal Estate Agents is a trading style of JG Trading Ltd no: 09123905
Registered office The Estate Office, Brook Hall, Evercreech, BA4 6DP



LETTING AGREEMENT
(The Agreement)

DATE.....

LANDLORD : (The Landlord).....

Of :.....

AGENT : SIMON HEAL ESTATE AGENTS (The Agent)

PROPERTY : (The Property).....

AGREED ASKING RENT OF £.....(PCM) MINIMUM RENT ACCEPTABLE £.....(PCM)

SERVICE AGREED: 1. TENANT ONLY INTRODUCTION† 2. MANAGED†

THE LANDLORD INSTRUCTS THE AGENT TO CARRY OUT INVENTORY, REGISTER TENANT'S DEPOSIT AND SERVE PRESCRIBED INFORMATION (FOR THE COST SEE CLAUSE 2.0 IN FEES AND CHARGES):

YES NO

IT IS FURTHER AGREED BETWEEN THE LANDLORD AND THE AGENT:

The Landlord appoints The Agent to act on his behalf for the letting of The Property, subject to the terms of The Agreement.

- 1.0 The Landlord will indemnify The Agent against all expenses, claims and liabilities howsoever reasonably incurred by the Agent in the property performance of the Agents obligations under his Agreement.
- 1.1 The Landlord will provide 4 weeks' notice to end the agreement between the Landlord and the Agent.

FEES AND CHARGES

- 2.0 The fees payable to The Agent for finding The Tenant will be **(Tenant Only Introduction)** 75% (Seventy-Five per cent) of the first month's rent (subject to a minimum fee of £350.00) OR **(Managed Package)** 10% (Ten per cent) of the monthly rent collected plus a Set Up fee of £250.00 (each time the property is let). We will prepare an inventory, register deposit and serve Prescribed Information if requested at a cost of £150.
- 2.1 In addition The Agent will arrange, if required, a Gas Safety Inspection and Certificate (£85.00), an Electrical Safety Test and Report (cost TBC) and an Energy Performance Certificate (£85.00), the cost of each item will be charged to The Landlord. Any additional services provided (i.e. cleaning or decorating) will be arranged as and when required at The Agents discretion and charged to The Landlord.
- 2.2 The Landlord will pay The Agent in addition such other charges as are agreed in writing and become due.
- 2.3 The Agent is entitled to deduct any fees due from monies otherwise payable to The Tenant.
- 2.4 The amounts due will become payable by The Landlord to The Agent on commencement of The Tenancy and upon The Agent receiving from The Tenant the first month's rent and deposit.
- 2.5 In the event of The Agent introducing a Tenant or prospective Tenant who purchases The Property at any time a fee of 1% (One Percent) of the sale price will be payable to The Agent (subject to minimum fee of £1500.00).
- 2.6 All fees are subject to vat at the prevailing rate.

THE LETTING AGENT DUTIES

- 3.0 To value The Property for Letting purposes.
- 3.1 To offer The Property to prospective Tenants and arrange and or conduct viewings at The Property.
- 3.2 To obtain any such references as deemed necessary by The Agent.
- 3.3 To prepare and serve an appropriate Tenancy Agreement.
- 3.4 To execute the Tenancy Agreement and to sign on behalf of The Landlord.
- 3.5 To collect from The Tenant one months rent in advance and an amount equal to not less than one months rent as a deposit.
- 3.6 To provide The Landlord a statement of account.
- 3.7 To register the Tenant's deposit with My Deposits within 30 days of the commencement date of the tenancy. Also, to serve Prescribed Information to the tenant each time such document needs serving throughout the Tenancy (See clause 2.0 in FEES & CHARGES for the costs).
This applies only if the Landlord instructs the Agent to do so.
- 3.8 Any monies held by The Agent on behalf of The Landlord will be paid net of any interest.
- 3.9 Information provided to us will be used in accordance with our privacy policy, for full information about how your information is collected and used please visit www.simonheal.co.uk/downloadforms/privacypolicy.

MORTGAGED PROPERTIES

4.0 If the Let property is subject to a mortgage or loan it is the responsibility of The Landlord to inform the Lender of The Letting and to obtain any consent required.

LEASEHOLD PROPERTY

5.0 If the Let property is Leasehold it is the responsibility of The Landlord to comply with any requirements of the Freeholder and or its agent and to obtain any consent required to let or to serve any require notice to let and to observe any rules and pay all management fees as and when required.

INSURANCE

6.0 It is the Landlords responsibility to arrange adequate Buildings Insurance cover and to maintain such cover at all times. It is The landlords responsibility to arrange and maintain adequate Contents Insurance and to inform Buildings and Contents providers that the property is let. We offer very competitive and specialist buildings and contents insurance for let property and will arrange a quotation for the Landlords consideration. PRIOR TO LETTING the Landlord will supply to The Agent copies of buildings and contents insurance schedules.

AGENT LIABILITY

- 7.0 No liability shall attach to The Agent either in contract or in the loss, injury, damage, legal or other expenses sustained as a result of :
- 7.1 Any inaccurate forecast by The Agent of rental income or expenditure.
- 7.2 Any rent loss caused by the Tenant’s refusal to pay.
- 7.3 Any defect in The Property, equipment or material used for The Property whether or not the defect is apparent or not on examination.
- 7.4 The Landlord shall indemnify The Agent in respect of any claims made by another or third party for any loss, injury, damage, legal or other expenses referred to in clause 6.0.
- 7.5 Under no circumstances shall The Agent be liable for any consequential loss or damage save where injury or death results from The Agents negligence.
- 7.5 The Agent’s liability to The Landlord for death or injury resulting from its own or sub contractor’s negligence shall not be limited.

LANDLORD IDENTIFICATION

8.0 The landlord will provide to The Agent current ID, this will include a copy of either a current passport **OR** photo driving licence **AND** a utility bill not more than Three month sold. All ID must be held by The Agent before commencement of the tenancy.

DEPOSIT

9.0 If instructed, the Agent will process deposits in accordance with the My Deposits custodial scheme terms and conditions. For more information visit www.mydeposits.co.uk. Simon Heal Estate Agents are a member of Client Money Protection rules, for more details visit: www.clientmoneyprotect.co.uk

UTILITIES

10.0 The Landlord will provide to The Agent details of all Utility providers to The Property, The Agent will contact all utility providers and inform them of each tenancy change at The Property.

PROVIDERS:

10.01 GAS

PROVIDER NAME.....CONTACT NUMBER.....

10.01 ELECTRICTY

PROVIDER NAME.....CONTACT NUMBER.....

10.03 COUNCIL TAX

PROVIDER NAME.....CONTACT NUMBER.....

10.04 WATER

PROVIDER NAME.....CONTACT NUMBER.....

10.05 SEWAGE

PROVIDER NAME.....CONTACT NUMBER.....

10.06 TELEPHONE / BROADBAND

PROVIDER NAME (TELEPHONE).....CONTACT NUMBER.....

PROVIDER NAME (BROADBAND).....CONTACT NUMBER.....

LANDLORDS BANK DETAILS

11.0 The Landlord agrees to provide the agent with his bank details and The Agent will pay to the nominated bank account all monies by BACS (electronic bank transfer) relating to The Tenancy. Each BACS transaction will take approximately Three days to transfer. The Landlord will notify The Agent of any changes to his bank account details. Unless stated otherwise all monies will be sent to the nominated bank account.

KEYS

12.0 The Landlord will provide to The Agent THREE complete sets of keys, two for the Tenants and One to be retained by The Agent. Where the Agent has to obtain copy keys the cost will be charged to The Landlord.

LANDLORD AUTHORISATION

The Landlord hereby confirms that he is authorised and entitled to enter into this Agreement and to Let the Property, that he has obtained all consents necessary and that he is entitled to the rents and or deposits and that any deposit paid to The Landlord will be dealt with in accordance with DPS rules.

The Landlord confirms that he has offered all relevant information to the letting of The Property and will inform The Agent of any relevant changes during the course of the tenancy.

The Landlord confirms any furnishings provided in the Letting of The Property conform with the Fire and Furnishings (Fire Safety) Regulations and any electrical appliances and fixtures are tested and comply under The Electrical Equipment (Safety) Regulations 1994.

LANDLORD CONTACT DETAILS:

Home.....

Work.....

Mobile.....

Email.....

LANDLORDS ADDRESS POST LETTING (If different from the address given on page 2)

Address.....

Post Code.....

Landlords bank details:

Bank.....Branch.....

Account number.....Sort code.....

The Landlord hereby confirms all the information provided to The Agent herein is correct and accurate.

Signed by (The Landlord).....

Landlord Name.....

Please tick this box to confirm hat you are happy for us to contact with relevant marketing information

Signed by (The Agent) *Joanna Galusik*

Agent Name JOANNA GALUSIK