



TERMS & CONDITIONS OF BUSINESS LETTING AND MANAGEMENT

BINDING EFFECT, INTERPRETATION AND JURISDICTION

Acceptance of these Terms and Conditions of Business is legally binding in accordance with English law and is
Subject to the jurisdiction of the English Courts.

INTRODUCTION

This document sets out the standard terms & conditions under which Elite Properties Essex Ltd. will act for its clients as agents in the letting and management of residential property.

RESIDENTIAL LETTING

Please ensure that:

1. If your property is leasehold that any intended letting is permitted by the terms of your lease, that any tenancy is for a period expiring prior to the termination of your lease and that the written permission of your superior landlord and licence to sub-underlet have been obtained.
2. If the property to be let is subject to a mortgage, permission has been obtained from the mortgagee for the letting; it is advisable to obtain such permission at an early date prior to the letting. It should be noted that the mortgagee would usually have the power to terminate the letting if mortgage payments are not maintained and other requirements complied with.
3. Authority to let the property is obtained in writing from any joint owner(s) who should be named in the tenancy agreement.

LET ONLY SERVICE

Our standard Letting Service will include the following:

MARKETING

Elite Properties will appraise the property, advise upon the rent to be quoted, offer advice on furnishings and all other property related matters. Photographs, advertising and any other marketing we deem appropriate are included in our fees.

REFERENCING

When a potential tenant is found we will apply for appropriate references from employer, bank, and previous landlord and if appropriate, an additional character referee. We use market leading tenant checking service by Agent Assure.



DOCUMENTATION

We will ensure that an appropriate Tenancy Agreement, counterpart Tenancy Agreement and Notices are entered into by or on behalf of the Landlord and Tenant. Unless you instruct us otherwise we will use our standard Tenancy Agreement for which there is no charge. If, as an alternative, you wish to instruct your own solicitor to prepare an Agreement, you will be personally responsible for any fee that they may levy.

INVENTORY

We will arrange for an independent inventory clerk to prepare a detailed inventory prior to the commencement of the tenancy and formally check each tenant in and out of the property. This will ensure that the condition of your property and contents is safeguarded. We provide Inventory check in free of charge as standard which is included in our Let Only & Full Management services.

DEPOSIT

We will hold any deposit paid by the tenant. This will normally be a sum equivalent to four to six weeks' rent. We will hold the sum as stakeholder in a designated client account and will release this upon your instructions. Please note, however, when we are providing our letting service only, we will not become involved in any way negotiations relating to deductions from the deposit. These should be negotiated directly between the Landlord and tenant(s) in accordance with the Inventory Report. The Deposit will only be transferred to the landlord on production of a valid certificate from Deposit Protection Scheme

UTILITIES

We will notify all utility companies (gas, electricity, telephone and water) of user changes at the commencement and termination of the tenancy without liability on our part (offered in full management only). Clients should note that each provider may require direct instructions from either a landlord or tenant as we may not be permitted to give such instructions as agent.

LOCAL AUTHORITY

We will notify the local authority of the change of occupant for the purposes of council tax liability (offered in full management only).

RENTAL PAYMENTS

We will arrange for all rental payments made by the tenant to be paid to your chosen account.

INSURANCE

Your property and contents should be comprehensively insured. You should inform your insurers of your intention to let the property failure to do so may prejudice any future claim.

CONDITION OF PROPERTY

You are responsible for ensuring that the property is in good condition and suitable for letting. In particular it must be thoroughly cleaned to a professional standard, be in good repair and all domestic appliances must be in working order.

RENT

Unless otherwise agreed, the rent quoted by us will include payments for which you are responsible, such as service charges, ground rent etc. Please note that the Tenant is responsible for gas, electricity, telephone, council tax,



television licence and water (unless included in the service charge) during a tenancy.

MANAGEMENT SERVICE

The Management Service includes all elements of the Letting Service plus:

OUTGOINGS

If instructed by you we will pay from rent received outgoings such as ground rent, service charges, insurance premiums, maintenance contracts etc. providing we hold sufficient funds on your behalf. Although we will query any obvious discrepancies as we discover them, we will need a written confirmation before we can make a payment on your behalf to a new payee. (This is in case if we receive an invoice payable by you and we do not have any instruction from you in the file.)

INSPECTIONS

We will carry out routine inspections of the property twice a year and take any appropriate action, if necessary.

REPAIRS

We will deal with routine management matters including minor as well as major works. We will inspect and arrange estimates for works and on receipt of your written approval will organise for the works to be completed. Please be advised that we cannot arrange for any works to be undertaken unless we are holding sufficient funds from you to cover such costs.

KEYS

We require three complete sets of keys for the property. If you are unable to supply three complete sets at outset, we will arrange for additional sets to be cut, at your expense.

TERMINATION

Our appointment as managing agent, unless otherwise agreed in advance in writing, will be for non specific period which can be terminated, by either party by giving two months notice in writing. If you terminate our appointment at the end of a tenancy for the tenant we provided when you instructed us then there will be a charge to pay of 2 weeks rent plus VAT. However if you terminate our appointment at the end of a tenancy for the tenant we inherited when you instructed us then there will be no charge. If you terminate our appointment at any point within the first 10 months of the contract for the tenant we provided or we inherited you will be liable to pay us any sum due for the entire tenancy period.



ADDITIONAL INFORMATION

FURNITURE, FURNISHINGS, GAS AND ELECTRICAL SAFETY

Elite Properties Essex Ltd is legally obliged to refuse to market any property where the furniture, gas installations or electrical equipment do not comply with the Furniture and Furnishings (fire) (safety) Regulations 1993, the Gas Safety (Installation and Use) Regulations 1994, and the Electrical Equipment (Safety) Regulations 1994, respectively .

By accepting these Terms and Conditions of Business you warrant that:

- (a) All upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) comply with the Furniture and Furnishings (Fire) (Safety) regulations 1993 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulation 1998.
- (b) All gas appliances within the property comply with the Gas Safety (Installation and Use) Regulations 1994.
- (c) All electrical installations and appliances within the property comply with the Electrical Equipment (Safety) Regulations 1994.
- (d) A Valid Energy Performance Certificate is in place. We will need a copy of that.

YOU HEREBY INDEMNIFY Elite Properties Essex Ltd AGAINST ANY LIABILITY CAUSED AS A RESULT OF YOUR BREACH OF THE ABOVE.

INCOME TAX

Income from letting UK property is subject to UK income tax, even if the landlord is resident abroad. This includes a landlord who is an overseas registered company or Non-UK trust. As your agent Elite Properties must account for tax at the basic rate on United Kingdom rental income of a non-resident landlord. As a Non-resident Landlord you can apply directly or through your accountant to the Inland Revenue for exemption from deduction of tax at source from rental income. If approval is granted by the Inland Revenue, the Inland Revenue will instruct Elite Properties, as your agent, to release the gross rental without making any tax deductions. If the landlord is not granted exemption from tax deduction at source Elite Properties, as your agent, must pay the Inland Revenue, on a quarterly basis, taxation at the basic rate of income tax on the net rental. The calculation of the tax paid by Elite Properties will not include mortgage interest, wear and tear allowance, or other deductible items which we do not pay on your behalf. Any overpayment of tax will have to be reclaimed at the end of each year by the landlord via submitting a self-assessment tax return to the Inland Revenue directly (or via your accountant).

VALUE ADDED TAX

VAT @ 20% will be charged where applicable.

LANDLORD AND TENANT ACT 1987

This Act stipulates that the Tenant must be provided with an address in the United Kingdom at which he may serve notices upon the Landlord. Should the landlord reside outside the United Kingdom, an address in the United Kingdom where notices can be served must be provided. We will require this information before a tenancy commences. If there is a change in this address during the tenancy you must inform us immediately.

STATUTORY APPLICATIONS

We will only deal with applications for fair rents or other Court or Tribunal matters by special arrangement with you. It should be appreciated that this will involve further costs; however, these will be agreed, where possible, in advance.



LEGAL EXPENSES

In the event that Elite Properties Essex Ltd is obliged to instruct solicitors to recover any unpaid fees you will be liable to pay the solicitor's fees and disbursements on an indemnity basis whether or not proceedings are issued.

RENT ARREARS

We will inform you of any rent arrears or breaches of covenant that are brought to our attention as soon as reasonably practical. Thereafter, you will become responsible for instructing your solicitor as necessary and for any charges levied by them, however, we shall be happy to provide any guidance if required.

VARIATION OF TERMS

Variations to these Terms and Conditions of Business will only be valid if agreed in writing by authorised representative of the company.

COMMISSION FEES AND CHARGES

LET ONLY SERVICE

Elite Properties Essex Ltd will charge a commission of up to 2 weeks rent plus VAT of the total rent payable for the term of the tenancy which will be payable in advance, on the signing of the Tenancy Agreement. In the event that the initial tenancy is extended, Elite Properties will not charge any renewal fee unless requested by the landlord to renew the tenancy on his/ her behalf. In such event Elite Properties will charge a fee agreed with the Landlord.

LETTING, RENT COLLECTION & MANAGEMENT SERVICE

We will charge a commission of 7% plus VAT of the Monthly rent payable for the term of the tenancy which will be payable in advance on each month, on the signing of the Tenancy Agreement. In the event that the initial tenancy is extended, whether or not negotiated by us, a fee of 7% plus VAT of Monthly rent payable for the term of the tenancy which will be payable in advance on each month at the commencement of each renewal and is payable throughout the entire period the Tenant remains in occupation of the property. Monthly payment of our fees is only applicable if we are collecting the rent on your behalf. If you are receiving the rent directly in your account then the fee of 7% Plus VAT will be required at the start of the tenancy.



PROPERTY ADDRESS

1. I _____ declare that:
- (a) I am the sole legal owner of the above leasehold/freehold property.
Or
(b) I am the joint owner of the above leasehold/freehold property with _____ (delete as applicable)
- (c) I confirm my parking bay/garage number is _____ ()
Or
(d) I confirm the property is offered without parking _____ (delete as applicable)

2. I have read and understand these Terms and Conditions of Business and wish you to provide the service(s) indicated below.

(Delete as applicable)

LET ONLY SERVICE

Or

MANAGEMENT SERVICE

Or

GUARANTEED RENT

DEPOSIT PROTECTION **YES/NO** (If yes, then a fee of £50 Inc VAT applies)

INVENTORY Supplied (free of charge)

CHECK IN/OUT Supplied (free of charge)

RENTAL GUARANTEE Supplied (free of charge)

GAS SAFETY CERTIFICATE **YES/NO/NA**

ELECTRICAL INSPECTION **YES/NO/NA**

EPC **YES/NO**

Landlord's Bank Details.

BRANCH ADDRESS: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

SORT CODE: _____



Your Correspondence Address: _____

Preferred Contact Number: _____

Email: _____

Sign: _____

Name of the Above Signatory: _____

Date of Signature: _____