

**Lettings and Management Service Terms of Business**  
**Assured Shorthold Tenancies Only**

The Landlord:	<input type="text"/>
The Agent:	<input type="text" value="Property Tree (Europe) Ltd T/A The Property Tree"/>
The Property:	<input type="text"/> <input type="text"/> <input type="text"/>

This contract sets out the agreement between you as Landlord and us as your Agent for the services specified on this contract

**Let Only, Part Management and Full Management**

**Let Only**

For **just finding a tenant**, our services include:

- The Advertising and Marketing of your Property
- Advice on presenting and furnishing your property
- Advice on your responsibilities as a Landlord
- Accompanied viewing with prospective tenants
- Dealing with potential tenants and taking up references on prospective tenants and guarantors if necessary. (Please note that although we endeavour to ensure that the tenant is suitable, we cannot guarantee this)
- Taking the deposit
- Collecting the first months rent and the deposit and transferring to you, less our fees.

**Part Management (AST only)**

For **finding a tenant and partially managing the tenant**, our service *includes the above* and also the following:

- Signing contracts on your behalf and handing over keys
- Taking the deposit and arranging for it to be transferred to a Government approved Deposit Protection Service.
- The rent taken will be calculated pro-rata to the end of the month, and a standing order set up for the next payment(s).
- Moving the tenant into the property
- Collection of monthly rents with payments to you being made on the 10<sup>th</sup> of each month.
- Issuing rent demands for late payments and notifying you as appropriate of rent arrears.

**Full Management (AST only)**

For **finding a tenant and fully managing the tenant**, our service *includes the above* and also the following:

- Arranging for the drawing up of the inventory and /or schedule of condition by an independent inventory clerk.

- Responsibility for the day to day management of the tenants which may involve arranging for general repairs or maintenance to be carried out, subject to the agreed limit which is £250. In an emergency we reserve the right to carry out required repairs, even if the costs exceed the agreed limits without further reference to you.
- Take meter readings and register new tenants with all utility bills
- At the end of the tenancy check the inventory and/or schedule of condition to assess whether the property is in our opinion, in acceptable condition, subject to fair wear and tear. If appropriate we will make any necessary deductions from the deposit to cover the tenant's share of costs for repairs or replacement.
- Return the deposit to the Tenant at the end of the tenancy provided that the tenant has in our opinion complied with the terms of the tenancy, and the condition of the property is satisfactory. If you wish to inspect the property after the tenant has left and before we return the deposit to the tenant, you must do so within 7 days from the date the tenant leaves the property and inform us before the tenancy termination date of your intention to do so.

**Cancellation Policy** – If we find a tenant, ready and able to move in, and you agree (verbally) for us to start to reference the tenant(s), and then you decide you do not want to rent the property to them for whatever reason, you will be charged the 10% finders fee, and will also be liable for the tenants reference fees.

## General

The following conditions apply to our letting and management service:

- No interest will be paid to landlords on the tenant's deposit (all deposits go to the Deposit Protection Service). The Landlord is responsible for the deposit for the Letting Only service and we highly recommend the Deposit Protection Service.
- Where legal action is necessary against the tenant, eg: to recover any sums due under the tenancy or to obtain possession of the property, the landlord will be responsible for all solicitors fees and costs and will need to instigate proceedings. If you wish us to attend court or tribunal on your behalf, we reserve the right to charge an additional fee, which would be discussed and agreed at the time.
- We will use our standard Tenancy Agreement, a copy of which will be supplied to you shortly after commencement of the tenancy.

## Termination

We reserve the right to terminate this contract immediately for any unreasonable behaviour towards us by the landlord or a party associated with the landlord. A fee of 20% of the annual rent of the property is payable.

The landlord can terminate this agreement with 2 months notice. A fee of 20% of the annual rent of the property is payable.

We reserve the right to withhold rent we hold from tenants as part or full contribution of the above fee.

## Charges

### Let Only

- A fee of % of the annual rent of the property is charged for the successful rental of your property. This includes finding the tenant, referencing the tenant, but does not include the inventory, Tenancy Deposit Scheme and .

### Part Management

- For the ongoing part management we will charge a commission of % of all rents collected and a one off set up fee of £199 to cover initial admin charges etc.

### Full Management

- For the ongoing management we will charge a commission of % of all rents collected and a one off set up fee of £199 to cover initial admin charges etc.

## Landlord Authorisation

The undersigned hereby confirms that:

- You are the lawful owner of the above mentioned property and authorise the agent to act in accordance with this agreement
- You authorise the agent to find a suitable tenant for your property and to sign tenancy agreements and other relevant documents on your behalf
- You agree to abide by these regulations at all times in respect of the letting of your property.
- That these terms & conditions form a contract. The terms of the contract may be updated from time to time and no prior notice is to be given should the terms and conditions change.
- This contract is for Assured Shorthold Tenancies only and not for any HMO (House of Multiple Occupation or Short Term Let tenancies)

Signed:

Landlord (s):

Print Name:

Date: