

## Terms and Conditions

Letting Option – Fully Managed Services

£59+VAT pcm

[www.propertyeagle.co.uk](http://www.propertyeagle.co.uk)

This is a flexible Agency Agreement ("the Agreement") and is made between propertyeagle.co.uk ("We") and the selling party ("You"). Flexible meaning you have the option to instruct another agent without that changing the terms of this agreement.

### 1. Introduction

This contract records the terms of a legally binding agreement which will govern the relationship between you and us. Unless we otherwise agree in writing with you, the terms set out in this contract will apply to your current instructions and to any future instructions that you give us.

### 2. The meaning of words

Some words in this contract have special meanings. Most of those words are by an initial capital letter. Those words and their meanings are listed below:

- “we”, “our”, “us” means propertyeagle.co.uk
- “you”, “your” means the owner of the Property or their nominated person of contact with whom we have entered into this contract
- “Deposit” means the money paid by the Tenant before the start of the Tenancy Agreement and in accordance with the terms of it
- “Particulars” means marketing literature relating to the Property and the Rent you seek

- “Premium” means the sum of money payable to you under the terms of a Premium Lease
- “Premium Lease” means a lease where the Rent for the duration of the lease is paid in advance
- “Property” means the freehold or leasehold Property or properties detailed in the Schedule together with any other present or future freehold, leasehold Property in respect of which you instruct us to act
- “Prospective Tenant” means the person to whom we introduce your Property with a view to them becoming a Tenant and entering into a Tenancy Agreement
- “Rent” means the money payable to you by the Tenant in accordance with the terms of the Tenancy Agreement
- “Services” mean the duties to be performed by us in accordance with 3.1 “Tenant” the person introduced to you by us and who following our introduction enters into a Tenancy Agreement with you
- “Tenancy Agreement” means an agreement or Premium Lease (including any continuation, extension or renewal of any agreement or Premium Lease) whether in writing or verbal or created by operation of law for the letting of the Property
- “Deposit Protection Service” means the statutory tenancy Deposit holding and protection scheme relating to “Assured Shorthold Tenancies” (as defined by the Housing Acts) administered by The Deposit Protection Service, The Pavilions, Bridgwater, Road, Bristol BS99 6AA (phone - 0870 707 1707, web - [www.depositprotection.com](http://www.depositprotection.com), email - [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com), fax - 01442 253193)

Where applicable:

- singular words can be understood as plural and plural as singular
- words of one gender include all other genders
- a person includes a company or other legal body

### **3. The services we will provide**

#### **3.1 Find a tenant**

We will endeavour to find a Tenant suitable to you. In order to achieve this, we will:

- View the Property and agree with you the Rent
- Advertise the Property to Prospective Tenants using our established marketing methods
- Arrange for Prospective Tenants to view the Property; you are aware that we do not offer viewings accompanied by our staff and it will be your responsibility to conduct all viewings. When showing prospective buyers any property you should take all necessary security precautions. Viewings are made by members of the public enquiring directly from adverts and no security or background information is checked. We can take no responsibility for any incidents that may occur directly or indirectly as a result of viewings
- Inform you of any offers received from Prospective Tenants and negotiate terms with both parties

Once an agreement in principle is reached with a Prospective Tenant, we will obtain personal data in respect of the Prospective Tenant for you to review and satisfy yourself as to the suitability of the Prospective Tenant to become a Tenant. The data we obtain will be as follows:

- For people and business partnerships, two references or a report from a credit reference agency in respect of each person
- For a public limited companies listed as a “FTSE 100” company – a letter from that company confirming that the person who will (or whose family will) occupy the Property under the Tenancy Agreement is their employee and that they consider him to be of good character and a suitable occupant; and

- For any other company or Limited Liability Partnership, a search will be undertaken at Companies House

Following your approval of the personal data referred to in clause 3.1, we will facilitate the signing up by the parties of the Tenancy Agreement and then permit the Tenant to enter into occupation of the Property following payment in cleared funds of the Rent for the first Rental period and the Deposit (or a letter of guarantee in accordance with clause 3.3); pay to you any Rent received following deduction of our fees in accordance with clause 5.1.

### **3.2 Receive Rent**

We will receive Rent from the Tenant. Following receipt of Rent by us in cleared funds, we will pay it directly into your bank account on or before 2 working days of receipt.

### **3.3 Liaison and Correspondence**

We will liaise with the Tenant and anyone else in respect of matters or complaints relating to the day-to-day running and management of the Property. If after a reasonable attempt, we are unable to satisfy the Tenant or the person contacting us and they continue with their complaints, we will inform you that we have tried to resolve the complaint but have reached a stalemate. We will then inform the Tenant or the person complaining that they should refer their complaint to the relevant dispute resolution forum.

### **3.4 Deposit**

We will obtain and hold a Deposit on behalf of the landlord unless specifically agreed otherwise. Alternatively, if you agree, we will obtain and hold a letter of guarantee from the Tenant indemnifying you against loss caused a result of a breach of the Tenancy agreement.

The Deposit will be held by the Deposit Protection Service. This means that they will hold the Deposit on behalf of the Tenant and you. They will not account to you for any interest that accrues on the Deposit.

At the end of the Tenancy Agreement we will endeavour to provide a fair and equitable service to both you and the Tenant in respect of the party to whom the Deposit should be paid or as to the amount due to both you and the Tenant. With this in mind our standard Tenancy Agreements include clauses which have the following effect:

- If the Tenant and you agree how the Deposit is to be divided, we will ask the Deposit Protection Service to send us any amounts agreed as deductions where expenditure has been incurred on behalf of you, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement
- If following receipt by us of notification that a dispute exists as to the distribution of the Deposit and following reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Tenant and you over the allocation of the Deposit, the dispute will be submitted to the Deposit Protection Service for adjudication. We both agree to cooperate with any adjudication
- The statutory right of either you or the Tenant to take legal action against the other party remain unaffected
- If you decide to instruct us not to hold the Deposit in circumstances where the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy Agreement under which other tenancy Deposit protection scheme the Deposit will be covered.

### **3.5 Statements**

We will send you regular statements of account relating to all transactions undertaken on your behalf.

### **3.6 Accounting**

We will liaise with your nominated Accountants and Her Majesty's Revenue and Customs ("HMRC") in respect of your liabilities under the Finance Act 1995 as a consequence of our receiving Rent as your agent.

If you are not resident in the United Kingdom for tax purposes, we are liable to account to the HMRC for income tax upon Rent at basic rate unless HMRC has issued us with an “Approval Number” on your behalf. Where applicable, we will deduct a sum equivalent to the prevailing rate of basic rate income tax from time to time from the Rent received and as required by law will prepare and submit quarterly statements to the HMRC and account for tax so deducted. All sums withheld will be paid into a non-individually designated clients’ tax holding account. If any interest accrues in respect of these monies before they are remitted to the HMRC we may keep such interest.

### **3.7 Cleaning**

If requested from you, we will arrange for a cleaner to clean the Property on your behalf before the Tenancy Agreement commences.

### **3.8 Repairs and maintenance**

During the Tenancy Agreement, we will arrange any routine repairs or maintenance that are necessary either to the Property or to its fixtures, fittings and contents to be carried out by appropriate building contractors.

Our agreement in this regard is limited as follows:

- We will not arrange repairs or maintenance which cost more than £5,000. However, in such a case we will notify you of the need for the repairs. You will be liable for the cost of the repairs and maintenance
- We shall only arrange to carry out repairs or maintenance we consider necessary for the proper performance of your obligations under the Tenancy Agreement. We will not be obliged to arrange to carry out repairs or maintenance where there is a prospect that we will be unable to recover the expenditure from Rent. In such a case, we will give you written notice of the circumstances and ask you to pay the costs of repairs or maintenance as necessary
- In the event of an emergency at the Property (for example, but not limited to, burst pipes, broken heating systems or the effects of a fire) we have absolute discretion, subject to our having tried and

being unable to contact either you, or your designated agent at the telephone number(s) you have given us, to spend funds as appropriate to rectify the problem. We have your authority to recover any disbursements incurred by us or to be incurred from Rent received by us on your behalf. We will submit any relevant invoices to you for immediate payment should they exceed the monthly Rent payable

- Repairs and maintenance will be carried out subject to the availability of suitable contractors. We will be happy to use contractors recommended by you subject to their availability. We will not be responsible or liable for any act or default of any contractor.

### **3.9 Gas safety checks and reports**

If your Property has gas appliances, you (and your appointed representatives) are obliged to have all gas equipment checked and approved annually by a Gas Safe Register registered engineer and to keep accurate dated records noting any defects and works carried out for two years and confirming the equipment is in order. You are also obliged to provide the Tenant with copies of the said reports and records. We will obtain the necessary report and keep records on your behalf and supply copies to the Tenant. You will be obliged to pay the invoice rendered by the Gas Safe Register registered engineer.

### **3.10 Electrical safety**

You have a legal responsibility to ensure the Property is safe. We recommend that you comply with the IEE Wiring Regulations (BS 7671) and that you carry out a full Periodic Electrical Inspection Report regularly. The report consists of a detailed inspection and testing of the fixed wiring within the Property which highlights the condition of the installation and makes recommendations for remedial works that may be required. We will be able to arrange a report if requested by you.

### **3.11 Energy Performance**

You are required to provide an Energy Performance Certificate ("EPC") which must be made available to a Prospective Tenant at the time that we

commence marketing the Property in accordance with clause 3.1 above. If requested, we will arrange for an EPC to be carried out on your behalf (see T&Cs relating to EPC services on our website). You will be obliged to pay the invoice raised on this service if we are so instructed.

### **3.12 Inventory**

If requested we will organise an inventory of furniture, fittings and condition to be prepared by an inventory clerk in respect of the Property when the Tenant moves in and out. The clerk is not employed by us and will charge you separately for preparing each inventory.

### **3.12. General**

We will not be responsible for providing Services to any other party. In the event that you wish us to undertake other work beyond those specified in clause 3, we shall agree to a description of that work in writing and these terms (or any amended terms agreed with you at the time in writing) will govern our relationship with you in respect of that other work.

### **3.13. Renewal**

We will be happy to assist with the renewal of the Tenancy Agreement if requested to do so. If the fixed-term of a tenancy expires, unless a new fixed-term is agreed to, all tenancies automatically become periodic tenancies. These are based on the rent payment period - weekly or monthly etc. The periodic tenancy can then continue until one side, Landlord or Tenant, gives the required notice.

## **4. Your Responsibilities**

It will be your responsibility:

- To pay our fees, disbursements, and any other sums due to us in accordance with this contract
- To provide prompt and accurate instructions and advise immediately of any changes in those instructions



- To provide such materials and information as we may require from time to time in order to perform the Services and to satisfy any statutory obligations
- To co-operate with us reasonably
- To make certain that the Property and its fixtures, fittings and contents, are at all times properly and adequately insured whether the Property is occupied or not
- To obtain all necessary consents that you may need from your mortgagee and/or your superior landlord and/or your insurers to enter into the Tenancy Agreement
- To provide to us details of any obligations or restrictive covenants under any leases or contracts relating to the Property which the Tenant will be duty bound to observe. We will not ask you for such details separately but we do include an appropriate provision to comply with such provisions in our standard Tenancy Agreements and we will forward any details that you provide to the Tenant

It is your responsibility to comply with the following regulations or any re-enactment of the same:

- The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 which require all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions in the Property to comply with certain safety standards
- The Gas Safety (Installation and Use) Regulations 1998 as amended
- The Electrical Equipment (Safety) Regulations 1994 and IEE Wiring Regulations (BS7671)
- The various Houses in Multiple Occupation Regulations implementing the terms of the Housing Act 2004
- The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

Full details of the requirements under these Regulations are available on request. We shall be entitled to terminate this contract if you do not comply with these responsibilities.

## **5. Our Fees**

Our fees for the provision of the Services are £59 (plus VAT) due on the day the tenant moves in to your property and these will be deducted from the first month's rent. The charges will continue and will be deducted from each rental payment until such time as the tenancy ends or we receive proper notice of termination of our services from the Landlord in writing.

VAT will be charged at the applicable prevailing rate at the date of our invoice. All fees and charges quoted by us to you are exclusive of VAT unless otherwise expressly stated. Additionally, we will charge for disbursements and other expenses incurred by us in accordance with this contract in respect of which we refer you to in this clause.

You agree that we can deduct our fees from the Rent or Premium.. Where we are instructed jointly by more than one person (this contract having been sent to all such persons or each such person has received a contract in substantially the same form as this one), each person will be jointly and severally liable to us for the full amount of all fees (including costs and disbursements) incurred on their collective behalf, regardless of the extent to which any one client benefits from our work and regardless of any agreement between those clients as to their respective contributions to our total fees.

We will often incur direct expenses to third parties in the course of providing our Services to you such as tradesmen, cleaners, inventory clerk's, couriers, insurers, company search fees, land registry fees, key cutting, fees, travel expenses, telephone (including conference call) charges, bank charges. We will charge those expenses to you by way of deduction from the Rent payable.

We are required (by the VAT Regulations) only to send a bill to our client (i.e. you). We are not permitted to address our bill to any third party (even if a related group company). If you ask us to undertake work for another related company and we agree to do so, that other company will become our client and we will submit our bill to that company. However, you will remain jointly responsible with that other company for payment of our bills. If you have any

query about any invoice, you should contact us within seven days of the date of the invoice.

You may not remit to or Deposit any funds in our client account without our express consent in writing. If our policy on this issue is contravened, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. If we are unable to satisfy ourselves as to the source of such cash funds, we may cease acting for you.

Where we receive any money from you or from a third party on your behalf, we shall be entitled to apply that money in payment of any amounts due to us from you.

In the event that you sell or pass on the title of the Property before the Tenancy Agreement has come to an end, any fees outstanding to us will remain payable by you. In your own interests you must therefore ensure that your purchaser agrees to enter into an agreement with us similar to this one at which point, we will release you from this contract provided that all monies due to us before you sold the Property have been paid. Please note should your purchaser fail to enter into an agreement with us you will remain liable to pay our fees even though you no longer receive the Rent which fees will be calculated pursuant to clause 5.1 as a result of our having performed the Services at clause 3.1.

All Rent received by us will be paid into a client account on your behalf. All monies payable to us pursuant to this contract will be deducted from the Rent received. Our fees take into account any interest which accrues in respect of any monies held on your behalf from time to time. Therefore, we will keep such interest (if any) notwithstanding that you would otherwise be entitled to such interest.

It is possible that in the normal course of business we will be offered commissions by third parties (such as those referred to at clause 5.5) to whom we might introduce you. We wish to make it clear that we do not solicit such commissions and that we select such third parties on the positive basis of what we know of their competence and/or availability and not because of their willingness to offer us inducements. If, however, they do offer us a commission or other form of remuneration and we are satisfied that the service they provide is as good as and/or no more expensive than others with whom they compete, and that our client's interests are therefore not adversely affected,

then we may accept such commissions for our own benefit and not account for them to our clients.

## **6. Our Responsibilities and Liability to you**

We will carry out our duties with due care and skill. Our duty to you does not extend beyond the scope of your instructions as set out in this contract. In particular, we shall not provide any Services in addition to the Services as detailed in clause 3.

We do not accept any duty to you in tort which exceeds the contractual duty of care arising from this contract.

Regardless of any instructions given to us, we do not provide taxation and/or legal advice or accept responsibility for the taxation consequences of any matter on which we are instructed or in which we become involved on your behalf. Should you require any taxation advice, you should seek it from your accountant or other professional taxation adviser.

Unless stated otherwise in clause 3, we will not advise you on any commercial or financial matters, including (but not limited to) the commercial and financial aspects or suitability of any Prospective Tenant or Tenant.

While we will take all reasonable steps to procure the Services of competent contractors, we do not accept responsibility for the suitability of those contractors nor for any loss or damage caused to you by those contractors.

While we will carry out our duties with due care and skill, we cannot be certain and do not guarantee that the Tenant will comply with his obligations either contained in the Tenancy Agreement or by law. In such a case, you accept that we cannot be liable or responsible for any loss or damage you suffer unless that loss or damage was caused as a direct result of our failing to carry out our duties in this contract.

We will not actively inspect the Property nor supervise the activities of the Tenant as a part of the Services. Should you require such assistance, then please speak to one of our staff.

Our responsibility for providing the Services to you will cease when this contract comes to an end unless otherwise expressly agreed in writing. After

our responsibility to you has ended, other steps may need to be taken in the future in order to further or protect your interests. For example, the Property will need cleaning, painting, repairing or if vacant, it will need to be carefully secured and regularly inspected. We shall not be responsible for any such matters unless otherwise expressly agreed in writing.

Our liability to you in respect of breach of contract or breach of duty or negligence or otherwise arising out of or in connection with our engagement or the Services shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is directly caused by us having regard to the contribution to the loss and damage in question caused by any other person responsible and/or liable to you for such loss and damage (loss and damage having the same meaning as in the Civil Liability (Contribution) Act 1978). This provision shall have no application to any liability for death or personal injury, any other liability which cannot lawfully be excluded or limited or to liability arising as a result of fraud on our part.

## **7. Anti-Money Laundering**

We are required by the Money Laundering Regulations 2007 to undertake enquiries at the outset of this contract (and possibly at later stages also) in order to ensure that we have ascertained and verified the identity of our client, and have understood the source of all funding to be used by you in any transaction.

We will discuss with you the materials we need you to provide to us. Please note that we are not permitted to commence or continue providing any Services to you until all requested materials have been provided. Please therefore provide the materials requested as soon as possible.

## **8. E-mail**

All our staff have access to e-mail and may, unless you instruct us to the contrary in writing, send information, advice and documents (whether confidential or otherwise) by e-mail.

Use of internet e-mail carries certain risks. Confidentiality may be breached, messages may be lost or delayed, or may not be read, and viruses may be transferred through the use of e-mail. We cannot accept responsibility for loss which you suffer as a result of the use of internet e-mail for communication between us or between this firm and third parties. If you wish us to use a

method of communication other than email, please contact us in order to make appropriate arrangements.

## **9. Termination**

You may terminate this contract by giving three months notice in writing at any time but we will be entitled to keep all your papers, documents and other Property while there is money owing to us for our charges and expenses. If you terminate this contract under this clause, you will not be entitled to the return of any money. You will still be liable for our fees payable at a rate of £59+VAT per calendar month until such time as the Tenancy Agreement comes to an end as a result of our having performed the Services in this contract. We will therefore invoice you for all sums due.

We may cease acting for you (without notice, if we deem appropriate) in the circumstances described below:

- You fail to give us proper, clear and timely instructions
- You fail to give us the co-operation which we are reasonably entitled to expect
- Our continuing to act would be impractical, unethical or unlawful
- On termination by either of us:
- You must pay our charges for work carried out and disbursements incurred up to the date of termination; and
- We may keep all the papers which we are entitled to retain until all of our costs, disbursements and interest have been paid.

## **10. To Let Boards**

- You agree that provided regulations allow, we may erect a "To Let" or similar board at the Property.
- You agree that any photos, floor plans or other images taken of the available property belong to us and we may use these to advertise the property and in other media publications at our discretion.

**11. Communication and complaints**

We are confident of providing a high quality of service in all respects. If, however, you have any queries or concerns about our work for you, please request a copy of our formal complaints procedure.

**12. Transfer of Practice**

If at any time our practice is transferred to a successor organisation (including a company or a limited liability partnership) all work on which we have been instructed by you may be carried out by the successor firm and references to us in this contract shall from the date of the transfer be interpreted as references to the successor firm.

**13. Governing Law and Jurisdiction**

The contract between us shall be governed and construed in all respects by English law.

The courts of England and Wales shall have jurisdiction in respect of any dispute between us (including any dispute in respect of the Services or amounts owed by you to us). You may only bring proceedings against us in the courts of England and Wales. We may bring proceedings against you in any other jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, have assets or are incorporated and you unconditionally submit to all such jurisdictions.

You are aware that we do not offer viewings accompanied by our staff and it will be the seller’s responsibility to conduct all viewings. When showing prospective buyers any property you should take all necessary security precautions. Viewings are made by members of the public enquiring directly from adverts and no security or background information is checked. Therefore, we can take no responsibility for any incidents that may occur directly or indirectly as a result of viewings.

We recommend that you save a copy of these Terms & Conditions for your own reference.

.....	.....
Signed	Date
.....	.....
Print name	.....
	Address of property let