



## Terms and Conditions of Business

Subject to your instructions in the letting and management of your property Click That Property will:

1. Find a tenant, let the property and on managed properties manage the property throughout the tenancy.
2. Visit the property for an appraisal and advise you on the achievable rental value.
3. Prepare a detailed brochure for prospective tenants.
4. Advertise your property via web portals, social media, our database, mobile alerts and a letting board.
5. Accompany all viewings with prospective tenants.
6. Use our "five point vetting" system to reference and credit search prospective tenants: (see below)
  - Proof of Identity (original passport or drivers licence)
  - Proof of address (bank statement or utility + voters roll check)
  - Proof of Income (last 2 payslips and/or bank statement)
  - Experian credit reference check
  - 2 References (one from the current landlord or managing agent and one from their employer)
7. Negotiate and agree with your approval the rent and terms of the letting.
8. With your authority prepare the Tenancy Agreement and other legal documents and notices in order that they comply with current letting legislations, taking into account your specific requirements.
9. Before the tenancy begins collect the first month's rent and security deposit.
10. The deposit will be protected by the Deposit Protection Service (DPS) in accordance with the terms and conditions of the DPS. The terms and conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com).  
(NOTE: If Click That Property provide a "Tenant Find Only" service the landlord will be given the deposit and the landlord must ensure they protect this in an authorised scheme. When Click That Property is the managing agent we will protect the deposit with the Deposit Protection Service).  
**Important Please Note:** Points 11 - 20 below are only for landlords who instruct Click That Property to find a tenant and manage their property for them.
11. On commencement of the tenancy we will meet the new tenants and check them into the property.
12. We will contact all the utility providers and provide them with meter readings and with the details of the tenants. We will also contact the local borough council and provide them change of resident details.
13. Rent collection: You will receive any rent (after the costs you are responsible for and after our charges have been deducted), within 5 working days of when the rent was due or, if later, the date the tenant makes the payment. We will pay the rent direct into your nominated bank account.
14. Rent Arrears: In the event of any rent arrears we will deal with this using our company guidelines.
15. We will carry out a property inspection within 3 months after the tenancy commences. We will then carry out inspections twice a year. We will carry out additional inspections if requested by you.
16. The tenants will report any repairs or maintenance to us. When possible and appropriate we will carry out an inspection prior to sending out any repairs engineers. We will advise you of the repair required, you will then have the option to send your own contractor or instruct us to carry out the works on your behalf using one of our contractors.
17. If you instruct us to carry out the repair we will deduct the costs of the repair from the rent we receive and will contact you if more money is required.
18. We can arrange for essential repairs on the property without your permission, if this is an emergency.
19. At the end of a fixed term tenancy the tenancy will continue as a statutory periodic tenancy unless the tenant wishes to end the agreement or unless we are advised by you to end the agreement. If you or the tenant wish to end the tenancy we will ensure the necessary notices are given.
20. At the end of a tenancy when a tenant vacates the property we will meet them at the property and carry out a check-out. During the check-out we will check the condition of the property and its contents against the inventory which was produced on commencement of the tenancy.
  - This agreement starts on the day you sign our terms and conditions of business.

## **Insurance**

Once you decide to let your property it is important that you have the correct insurances in place, these are:

### **ESSENTIAL**

- Buildings Insurance
- Contents Insurance

### **ADDITIONAL**

- Legal Protection Insurance
- Rent Guarantee Insurance

The landlord must inform their insurance company that the property has been let and it is their responsibility to insure the building and its contents are insured.

If you do not have the correct level of cover we can arrange this for you through Endsleigh Insurance.

## **Permissions**

- Where there is a mortgage on the property, the landlord must inform the mortgage provider the property is being let, the landlord must receive permission before the tenancy commences.
- Leasehold properties, the landlord must receive consent from the freeholder to let the property. The landlord must indemnify Click That Property against any liability arising if this is not done.

## **Gas**

The law requires landlords to ensure that gas appliances are maintained to a good standard and are checked every 12 months by an authorised Gas Safe registered engineer. We can arrange this for you using one of our Gas Safe registered engineers or you can do this yourself. We must provide a gas safety certificate to the tenant on commencement of the Tenancy. Failure to comply with this regulation can result in a fine and/or imprisonment.

## **EPC**

The law also requires that the property has an Energy Performance Certificate (EPC). We can arrange this for you or you can do this yourself.

## **Electrics**

If you are renting out a property in England, any tenancy you create or renew on or after July 1<sup>st</sup> 2020 will require an electrical inspection and a report on the condition of the property (EICR) performed by a qualified person. Renewals in this case include statutory periodic tenancies that are created at the end of a fixed term on or after this date.

## **Furniture and Fittings**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery. Soft furnishing must comply with the (fire) (safety) regulations 1988. I understand that I am liable for the cost of maintaining the supplied furniture and fittings.

In order to comply with the regulations, an item of furniture must have the manufacturers label attached stating that it is fire resistant or proof that it has been purchased new after 1<sup>st</sup> March 1990. Failure to comply can result in a fine of up to £5000 and/or imprisonment.

## **Tax**

Income tax is payable on letting income whether the landlord lives in the UK or abroad. Under Self Assessment landlords are legally required to keep and retain records, enabling a tax return to be completed or to make a claim for relief. Click That Property can provide landlords with details of income and expenditure. Landlords should take independent financial advice from an accountant regarding this subject, since it can be complex.

## **FEES**

On finding a tenant who is acceptable to you and who enters into a contract with us, our fees will be:

### **Tenant Find Fee:**

- Three weeks rent (75% of the rent achieved) – min fee £450.00 applies.

### **Full Management:**

- The Tenant Find fee above is reduced by 50% - min fee £225.00 applies.
- 9% of the monthly rental.

### **Re-Let Fees:**

- No re-let / tenant find or set up fee will be charged within the first 12 months of finding a tenant.
- After 12 months we will charge a fee of 1 weeks rent for any subsequent tenants we provide.

**NOTE:** Minimum contract on Management is 12 months.

**Money Laundering Act 2004**

I understand that you will not be legally able to forward any money to myself until I have provided you with original confirmation of my identity e.g. Passport or photo driving license and original confirmation of my current address by way of utility bill or bank statement being of no longer than 3 months old.

**Verifying Identification and Address:** (please provide one of the following) **Passport / Driving Licence Utility bill** (gas, electric, water) / **Bank Statement or Council Tax Bill** (dated within last 3 months)

**The Landlord understands that you are not liable for:**

- 1 - Any forecasts of income or expenditure- forecasts are estimations only.
- 2 - Any defects in my property.
- 3 - The performance or any work carried by contractors on my behalf.

**The landlord must:** Ensure they adhere to their legal responsibilities, which they are bound by, these include: gas safety, electric safety, EPC, furniture and furnishings and taxation.

**Gas Safety Certificate:** I will supply a gas certificate to Click That Property   
 I authorise Click That Property to carry out a gas certificate for a **fee of £50.00**

**Energy Performance Certificate:** I will supply an EPC to Click That Property   
 I authorise Click That Property to carry out an EPC on my behalf for **fee of £50.00**

**Electric Certificate (EICR):** I will supply an EICR certificate to Click That Property   
 I authorise Click That Property to carry out an EICR on my behalf for **fee of £150.00**

**The Service I want is:**

Tenant Find Only  (Office use only) - £\_\_\_\_\_

Tenant Find + Full Property Management  (Office use only) - £\_\_\_\_\_

**Property Available For Rent:**

**Rental Price** (Per Month):

**Landlord Name:**

**Landlords Address:**

**Telephone / Mobile:**

**Email:**

**Next of Kin:**

I agree that when I am on holiday I will still check and respond to my voice / text / email messages.

**My Bank Details** - This is the bank account to which I expect you to pay any funds due to me.

**Bank name:** \_\_\_\_\_ **Account name:** \_\_\_\_\_

**Sort code:** \_\_\_\_\_ **Account number:** \_\_\_\_\_

**Terminating this Agreement:** After the agreed fixed term 2 months notice is required to end this agreement.

**Confirmation of this Agreement:** I have read and understood the terms and conditions set in this agreement. I accept the terms and conditions of this agreement unless I inform you otherwise by email or in writing.

**Landlord Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

