



Terms of Agency

Between:

And

Rogers & Partners

(Andrew Strevens LTD t/a Rogers & Partners)

(Hereinafter referred to as 'The Agent')

Of 45 Bridgnorth Road, Compton, Wolverhampton WV6 8AF

Instruction is given to the above-named Agent by The Landlord (or their representative)
to provide the following service(s): (PLEASE TICK AS APPROPRIATE)

Let only service* (With Inventory)

Let only service* (NO Inventory)

Let only Plus*

Fully managed service

Rent Collect service

For the property known as

And such other properties which may be added from time to time (Hereinafter referred to as 'The Property')

Please note that all fees are quoted INCLUSIVE of VAT

* Please note that Rent Protection is NOT available on Let Only or Let Only Plus services and is NOT provided as part of our standard managed package - please ask if you require this service.

We are members of the Property Ombudsman Scheme – www.tpos.co.uk

DEFINITIONS:

LET ONLY: Once the tenant moves in the landlord and tenant will deal directly. The agent plays no further part in the tenancy and has no responsibility or involvement beyond that point. Clients should be clear about whether they require an Inventory which is NOT provided as standard with Let Only tenancies

LET ONLY PLUS: This includes the service denoted above under LET ONLY but with added protection for the novice landlord. For a one-off charge payable at the outset of the tenancy we will continue to be on hand throughout the tenancy both to give advice and also, when necessary, to serve notice to quit under either Section 21 or Section 8 of the 1988 Housing Act, whichever is applicable. This will ensure that any notice served upon the tenant is correctly produced and legally correct.

LET ONLY IS NOT RECOMMENDED FOR INEXPERIENCED LANDLORDS

FULLY MANAGED: The agent remains an integral part of the landlord-tenant arrangement and acts as go between and arbiter throughout the tenancy including as first point of contact for the tenant in and out of office hours. This provides an essential level of protection for inexperienced landlords.

RENT COLLECT: Essentially this is a 'light' version of our Fully Managed service which **excludes** maintenance, inspections and work related to assisting in legal proceedings brought by the landlord against the tenant due to breach of contract or termination of tenancy. Additional charges will apply for services other than simply managing the collection of rent due from the tenant.

SUMMARY OF STANDARD CHARGES CONTAINED WITHIN THIS AGREEMENT:

LETTING FEE: The cost of activities leading to the point where a tenant moves into your property (cost detailed within this agreement)

MANAGEMENT FEE: Commission charged on rent paid by the tenant on an ongoing basis for managing the tenancy (managed properties only)

REFERENCING CHARGE: Pursuant to the **Tenant Fee Ban 2019** landlords are now responsible for the cost of referencing a prospective tenant (costs as detailed within this agreement)

CONTRACT / TENANCY RENEWAL FEE: A fee payable by the landlord each time a new physical tenancy agreement needs to be created / renewed for an existing tenant

DEPOSIT PROTECTION FEE: A charge made to the landlord for protecting the tenant's deposit within a recognised scheme

INVENTORY CHARGE: Whilst Inventories ARE compiled FREE OF CHARGE for all MANAGED tenancies they are an optional extra for Let Only or Non-Managed tenancies. We will visit the property and document the condition and contents along with meter readings and supporting photographs. The tenant will sign this document to acknowledge the Ingoing condition of the property. All landlords are well advised to have an Inventory whether compiled by us, the landlord or a professional Inventory clerk.

LET ONLY SERVICE

(NO RENT GUARANTEE AVAILABLE)

The agent agrees with the landlord to carry out the following duties;

1. To inspect the property to assess its' likely rental value and suitability for letting and to advise the landlord accordingly.
2. To advertise the property and to arrange and, where necessary, attend viewings with prospective tenants.
3. To receive & process applications from prospective tenants and to seek references in order to ascertain their suitability. **For tenancies starting on or after 1st June 2019 there will be a charge of £75.00 per applicant referenced which must be paid by the landlord upon request.**
4. To confirm the identity of the prospective tenants in order to safeguard the landlord against fraud & Immigration Act responsibilities
5. To agree tenancy terms and to draw up a suitable tenancy agreement for the benefit and protection of both landlord and tenant. **Renewals of fixed term tenancies will be charged at the rate of £75.00 each or as notified by The Agent prior to renewal**
6. To carry out an inventory of the property and document this as an attachment to the tenancy agreement –The Agent accepts no liability for the contents of the inventory which will be compiled in order to represent a general overview of the condition of the property and its' contents. Due to changes in the Housing Act related to the protection of tenant deposits we strongly recommend the use of a professional independent inventory clerk but in the event that the landlord chooses not to use a specific inventory clerk we shall ensure that the ingoing condition of the property is documented for the benefit of all parties.
NOTE: INVENTORES ARE OPTIONAL FOR NON-MANAGED TENANCIES AND ARE CHARGED AS PER THE SCHEDULE BELOW
7. To inform utility companies that the tenant has moved into the property and update meter readings (where possible)
8. To receive from the tenant payment in advance in cleared funds prior to signing the tenancy agreement and releasing the keys. This will normally consist of first months' advance rental and a deposit against a breach of the tenancy by the tenant*
9. To complete a standing order (where possible) for payment of rent from the tenant to the landlord and forward this to the tenants' bank for implementation.
10. To forward copies of the tenancy agreement & inventory as well as any other relevant documentation to the landlord in addition to the deposit (where applicable) and any outstanding balance of rent or other monies due. The landlord must protect the deposit (where applicable) regardless of whether they have received it from the agent within 14 days of the tenant having paid it.

NOTE: It is normal for The Agent to protect the deposit immediately upon receipt from the tenant and so should you plan to protect it elsewhere you must make us aware prior to us receiving it from the tenant. We will normally protect the deposit with Deposit Protection Scheme (DPS) and will require the landlord to register with DPS in order to be given control of the deposit. **We charge £35.00 Per Annum** for this service.

FEE: *In consideration of the above service the landlord will pay to the agent a fee equivalent to 75% of one months' rent as per the terms of the tenancy which will be deducted from rent due to the landlord subject to a minimum charge of £399.00* **Example - If the monthly rent is £600.00 pcm the fee would be £450.00 Including VAT***

Important note: We do not hold or protect tenants' deposits on properties that we do not manage and insist that landlords make their own arrangements to comply with the relevant section of the 2004 housing act* We will however comply with any legal requirement placed upon us to ensure the deposit is protected upon receipt.

Rent guarantee is not provided as part of a non-managed or let-only service and cannot be arranged separately by us – it is however possible to obtain Rent Protection Insurance through third parties.

Whilst our service is provided on a No Let-No Fee basis, if The Landlord refuses a willing, ready and able tenant whom we have referenced following instruction (implied or express) to do so then we reserve the right to charge the letting fee. Furthermore, should we be forced by the landlord to refuse tenancy to a tenant that we have referenced following instruction to do so from The Landlord, any fees paid by the tenant which have to be repaid by us will also be chargeable to The Landlord.

LET ONLY PLUS SERVICE

(NO RENT GUARANTEE AVAILABLE)

For an extra fixed cost of **£250.00** The Agent will provide extended cover once the tenancy has begun to include the service of a maximum of two legal notices required to end the tenancy under Sections 21 or 8 of the 1988 Housing Act. (Almost all Assured Short-hold tenancies need to be ended this way) and will ensure full compliance with your legal obligations in respect of method of service, dating of notices etc. (provided of course that we are given correct information by the landlord). These will of course be copied to all parties. You will also have access to our letting adviser throughout the tenancy to answer any technical questions for your peace of mind. This is a really valuable additional benefit for the novice landlord. It is important to understand that incorrectly served or dated notices will NOT be valid in court costing time and money

Please tick to indicate that you would like the Let Only PLUS Service

* See section on deposits overleaf outlining the requirements of the housing act 2004

LETTING SERVICE (AS PART OF THE FULLY MANAGED SERVICE)

The agent agrees with the landlord to carry out the following duties;

1. To inspect the property to assess its likely rental value and suitability for letting and to advise the landlord accordingly.
2. To advertise the property and to arrange and, where necessary attend viewings with prospective tenants.
3. To receive and process applications from prospective tenants and to seek references in order to ascertain their suitability. **For tenancies starting on or after 1st June 2019 there will be a charge of £75.00 per applicant referenced which must be paid by the landlord upon request.**
4. To confirm the identity of the prospective tenants in order to safeguard the landlord against fraud
5. To agree tenancy terms and to draw up a suitable tenancy agreement for the benefit and protection of both landlord and tenant
6. To carry out an inventory of the property and document this as an attachment to the tenancy agreement –The Agent accepts no liability for the contents of the inventory which will be compiled in order to represent a general overview of the condition of the property and its' contents. Due to changes in the Housing Act related to the protection of tenant deposits we strongly recommend the use of a professional independent inventory clerk but in the event that the landlord chooses not to use a specific inventory clerk we shall ensure that the ingoing condition of the property is recorded for the benefit of all parties.
7. To inform utility companies that the tenant has moved into the property and update meter readings (where possible)
8. To receive from the tenant payment in advance in cleared funds prior to signing the tenancy agreement and releasing the keys. This will normally consist of first months' advance rental and a deposit against a breach of the tenancy by the tenant. Any deposit received will be protected through our chosen Government authorised scheme at a cost of **£35.00 Per Annum.**
9. To complete a standing order (where possible) for payment of rent from the tenant to the landlord normally via the agent and send this to the tenant's bankers for implementation.
10. To forward copies of the tenancy agreement, inventory and any rent protection insurance schedule (where applicable) to the landlord in addition to any outstanding balance of rent or other monies due. The Agent does not normally send the tenants' deposit to the landlord but rather protects it within their own scheme until the end of the tenancy when a final inspection will be carried out in order to ascertain whether the deposit should be returned*

*See section on deposits overleaf outlining the requirements of the housing act 2004

FEE: *In consideration of the above service the landlord will pay to the agent a fee equivalent to 75% of one months' rent as per the terms of the tenancy which will be deducted from rent due to the landlord subject to a minimum charge of £399.00* **Example - If the monthly rent is £600.00 pcm the fee would be £450.00 Including VAT***

Whilst our service is provided on a No Let-No Fee basis, if The Landlord refuses a willing, ready and able tenant whom we have referenced following instruction (implied or express) to do so then we reserve the right to charge the above letting fee. Furthermore, should we be forced by the landlord to refuse tenancy to a tenant that we have referenced following instruction to do so from The Landlord, any fees, Including but not limited to a Holding Fee, paid by the tenant which have to be repaid by us will also be chargeable to The Landlord.

FULLY MANAGED SERVICE

The agent agrees with the landlord to carry out the following duties;

1. To let the property in accordance with the **LETTING SERVICE** described above (unless the property is already let)
2. To endeavor to keep the property let whilst under management and to re-let the property as and when necessary to suitable tenants under the terms of the **LETTING SERVICE** above
3. To act as intermediary between landlord and tenant in all matters pertaining to the tenancy. These do not include dealing with the landlords' mortgage or insurance provider (unless the property is insured on our own block policy)
4. To collect rent due on behalf of the landlord and, once received from the tenant, credit this minus any deductions to the landlord within fourteen days of cleared funds being available in our client account.
5. To protect the tenants' deposit as required by the 2004 housing act for which there is a **£35.00 Per Annum** charge payable by the landlord to the agent to cover our own costs.
6. To take enquiries from the tenant throughout the tenancy, including maintenance and emergency calls and to deal with these on behalf of the landlord. **THIS INCLUDES TENANT ACCESS TO OUR 24-HOUR EMERGENCY LINE**
7. To refer maintenance issues to the landlord in order to seek further instructions notwithstanding such instructions having already been received.
8. To have repairs and maintenance carried out at the landlords' request using either the landlords' preferred contractors or contractors that we may from time to time choose to use. We do not employ contractors directly and can therefore accept no liability for the standard of work or service provided. We do however seek only to use contractors with whom we have trust and experience and would only use suitably qualified contractors for work that requires certain qualifications or membership of a trade body. The Agent reserves the right to receive reasonable commissions from contractors for referring work and to make reasonable charges to the landlord for administering repairs or obtaining estimates at the agents' discretion
9. To deduct costs of repairs and maintenance from rent due to the landlord and to settle these bills directly with the contractor on the landlords' behalf (where applicable)
10. To ensure that the contract between landlord and tenant is maintained and to act on the landlords' behalf in implementing variations to the terms of the agreement such as rent increases or service of notices to quit etc....throughout the letting
11. To serve all notices on the tenants on behalf of the landlord including notices to vary the terms of the tenancy including the rent payable and notices in default including court papers and notices to quit the property as they may become necessary from time to time. The Agent will not pursue possession on behalf of the landlord should the tenant not vacate voluntarily but will liaise with solicitors if required at the landlords' cost
12. To inspect the property periodically in order to assess the condition in which it is being maintained by the tenant and to report any concerns to the landlord. Should the landlord wish for a full written inspection these will be carried out as requested, to a maximum of one per each two calendar months in order to respect the tenants' right to quiet enjoyment. Written inspections carry an additional **£25 charge**, albeit verbal or email feedback will not be subject to a charge. Additional ad hoc visits will be charged as per the '**Schedule of Additional Charges**'
13. To carry out certain other work on behalf of the landlord as agreed from time to time at an hourly rate of £60 per hour Inc Vat
14. To obtain vacant possession from the tenant at the end of the tenancy on behalf of the landlord (where requested) including, where necessary, through court action albeit as described in point 13 above any court attendances & legal costs will be subject to further charges
15. To carry out an independent final inspection of the property using the original inventory (where available) and to report back our findings to both landlord and tenant
16. To administer the return or fair apportionment of any deposit paid at the outset of the tenancy if this can be agreed between the parties, subject to the restrictions placed upon us by the relevant part of the 2004 Housing Act.

IMPORTANT NOTE: Should it become necessary for the agent to submit a deposit to arbitration because Landlord and Tenant cannot agree on deductions The Agent will make a charge of £60.00 per hour to cover costs in preparing and submitting such a claim. This will include time taken to obtain estimates for works and complete and file the claim. We would normally allow around 3 hours for compiling an average claim for arbitration. The landlord will be liable for these charges whether or not they can be subsequently recovered from the tenant.

FEE: *In consideration of the above services the landlord will pay to the agent a fee equivalent to 12% of all rents paid by the tenant throughout the term of their first and subsequent tenancies at the property until this agreement is terminated by virtue of the tenant either giving up possession or this agreement being cancelled in accordance with the 'cancellation' clause. The agent will be entitled to deduct their commissions from monies received from the tenant before these are paid to the landlord.*

OVERSEES LANDLORDS are charged an extra 1% to cover additional administration UNLESS we receive confirmation of registration with the Non-Resident Landlord Scheme

EXAMPLE - A MONTHLY RENT OF £500.00 WOULD RESULT IN A MANAGEMENT FEE OF £60.00 INCLUDING VAT UNLESS OVERSEES IN WHICH CASE IT WOULD INCREASE BY 1% INCLUDING VAT

RENT COLLECT SERVICE

The agent agrees with the landlord to carry out the following duties;

1. To let the property in accordance with the **LETTING SERVICE** described above (unless the property is already let)
2. To endeavor to keep the property let whilst under management and to re-let the property as and when necessary to suitable tenants under the terms of the **LETTING SERVICE** above
3. To act as intermediary between landlord and tenant in all matters pertaining to the tenancy. This **does not** include dealing with the landlords' mortgage or insurance provider (unless the property is insured on our own block policy) OR maintenance to the property.
4. To collect rent due on behalf of the landlord and, once received from the tenant, credit this minus any deductions to the landlord within fourteen days of cleared funds being available in our client account.
5. To protect the tenants' deposit as required by the 2004 housing act for which there is a **£35.00 Per Annum** charge payable by the landlord to the agent to cover our own costs.
6. To refer the tenant to the landlord in respect of any maintenance issues.
7. To ensure that the contract between landlord and tenant is maintained and to act on the landlords' behalf in implementing variations to the terms of the agreement such as rent increases or service of notices to quit etc...throughout the letting (additional charges may apply)
8. To serve all notices on the tenants on behalf of the landlord including notices to vary the terms of the tenancy including the rent payable and notices in default including court papers and notices to quit the property as they may become necessary from time to time.
9. To issue court proceedings (where necessary) in order to obtain possession of the property where possession is being withheld by the tenants, the court costs of such action in the first instance to be paid by the landlord along with our own costs which will be advised on an ad hoc basis. Our hourly rate for work carried out which falls outside the normal management of the property as described in this agreement is £60.00 per hour.
10. To obtain vacant possession from the tenant at the end of the tenancy on behalf of the landlord (where requested) including, where necessary, through court action albeit as described in point 9 above any court attendances will be subject to further charges
11. To carry out a final inspection of the property using the original inventory (where available) and to report back our findings to both landlord and tenant
12. To administer the return or fair apportionment of any deposit paid at the outset of the tenancy if this can be agreed between the parties, subject to the restrictions placed upon us by the relevant part of the 2004 Housing Act.

IMPORTANT NOTE: Should it become necessary for the agent to submit a deposit to arbitration because Landlord and Tenant cannot agree on deductions The Agent will make a charge of £60.00 per hour to cover costs in preparing and submitting such a claim. This will include time taken to obtain estimates for works and complete and file the claim. We would normally allow around 3 hours for compiling an average claim for arbitration. The landlord will be liable for these charges whether or not they can be subsequently recovered from the tenant.

FEE: *In consideration of the above services the landlord will pay to the agent a fee equivalent to 9% of all rents paid by the tenant throughout the term of their first and subsequent tenancies at the property until this agreement is terminated by virtue of the tenant either giving up possession or this agreement being cancelled in accordance with the cancellation clause overleaf. The agent will be entitled to deduct their commissions from monies received from the tenant before these are paid to the landlord. OVERSEES LANDLORDS are charged an extra 1% to cover additional administration UNLESS we receive confirmation of registration with the Non-Resident Landlord Scheme*

EXAMPLE - A MONTHLY RENT OF £600.00 WOULD RESULT IN A MANAGEMENT FEE @ 9% OF £54.00 INCLUDING VAT UNLESS OVERSEES IN WHICH CASE IT WOULD BE INCREASED BY 1%

DEPOSITS - IMPORTANT INFORMATION - PLEASE READ CAREFULLY

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd,
PO Box 1255, Hemel Hempstead, Bucks HP1 9GN
Phone: 0845 226 7837
Email: deposits@tds.gb.com
Fax: 01442 253193

If the Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the Tenancy Deposit Scheme. The Agent holds tenancy deposits as Stakeholder.

If the Landlord decides to hold the Deposit, we will transfer it to them within 5 days of receiving it. The Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Short hold Tenancy. If this is not done the Tenant may be able to take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition, a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. The Agent has no liability for any loss suffered if the Landlord fails to comply with the relevant legislation.

At the end of the tenancy covered by the Tenancy Deposit Scheme

1. If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, and/or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
2. If after 10 working days, following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences in opinion, there remains an unresolved dispute between Landlord and Tenant over the allocation of the deposit it will (subject to clauses 3 & 5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.
3. If the amount in dispute is over £5,000 the Landlord and Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE at his discretion may accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by The Board of The Dispute Service Ltd from time to time, shared equally between Landlord and Tenant. The liability for any subsequent costs will be dependent on the award made by the arbitrator.
4. The statutory rights of the landlord and tenant to take action through the county court remain unaffected by these clauses.
5. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
6. If there is a dispute the Agent must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not the Landlord or Agent wishes to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline the Landlord or the Agent.
7. The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

INCORRECT INFORMATION

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

Note: any reference to TDS is a reference to The Deposit Service and any reference to ICE is a reference to the Independent Case Examiner for The Dispute Service.

GENERAL CONDITIONS OF SERVICE - PLEASE READ CAREFULLY IT IS IMPORTANT TO UNDERSTAND THESE CONDITIONS AND ACT ON THEM WHERE REQUIRED

CONSENT TO LET - Before setting out to let your property it is important to obtain the consent of any third party who holds an interest in the dwelling. These may include mortgage providers, head leaseholders and/or freeholders of the property as well as other owners.

ENERGY PERFORMANCE CERTIFICATES – The landlord must ensure that a valid EPC exists for the property prior to marketing. We can organise this if required.

FIRE & FURNISHINGS REGULATIONS - It is required by law that all soft furnishings comply with the 1988 Soft Furnishings Regulations and that all non-resistant mattresses, sofas, loose covers etc...are removed from the premises before letting begins

GAS APPLIANCES (INSTALLATION & USE) ACT 1994 ALL gas appliances **MUST** be checked and certified as fit for use by a GAS SAFE registered contractor prior to letting and annually thereafter. It is the landlords' duty to indemnify the agent in this regard. The agent reserves the right to carry out certification if no certificate has been supplied to us. The cost of this will be passed to the landlord. It is also required that any rooms which have SOLID FUEL burning appliances also have a working Carbon Monoxide detector which must be tested at each change of tenancy. Carbon Monoxide detectors are recommended in all properties with gas heating

HOMES (FITNESS FOR HUMAN HABITATION) ACT 2019 - It is the Landlords' responsibility to indemnify the agent in respect of this act by ensuring that their property meets minimum living standards and continues to do so throughout the period of management

LEGIONELLA - It is the Landlords' responsibility to indemnify the agent in respect of any Legionella threat by ensuring that their property is tested accordingly or by instructing the Agent to carry out such inspections from time to time

ELECTRICAL INSTALLATIONS SAFETY AND PAT TESTING - It is important that the electrical installations in the letting house are inspected and confirmed safe by a suitably qualified electrical contractor prior to letting. Furthermore it is required that working smoke detectors are installed on **each floor** of the property. This test should be carried out annually along with a test of any portable electrical appliances supplied by the Landlord

FIRE SAFETY PRECAUTIONS - It is advisable to request information from the local Fire Prevention Officer on how to safeguard your tenants prior to letting. We will only let an HMO if properly registered and licensed

INSURANCE - The landlord is responsible for ensuring that adequate insurance exists for the property to cover for letting purposes. This will involve an element of public liability insurance which must be incorporated into the policy. **WE RECOMMEND THAT YOU CONSIDER A SPECIFIC INSURANCE TO COVER LETTING.**

INCOME TAX - Income and capital gains are liable to tax. You are advised to seek advice from the Inland Revenue or a tax advisor as to your liabilities; however, in the case of ex-patriot landlords the agent has a legal obligation to collect tax at the base rate from the rent and declare this to the Inland Revenue every quarter. An exemption certificate supplied by the Inland Revenue will enable us to pay rent without tax deducted and is normally easy to obtain. Details are available on request.

CANCELLATION - This agreement is on a **NO LET - NO FEE** basis and the landlord or agent may withdraw the property and/or cancel this agreement at any time with seven days' notice and without penalty provided that a ready willing and able tenant has not been secured at the time of the cancellation notice being received in writing by the agent otherwise the fee as stated under "Letting Service" overleaf will be payable. Clients wishing to cancel management whilst retaining a tenant provided by Rogers & Partners must give written notice 3 months in advance. A fee of £180.00 will apply when management ends as will commission for the notice period.

OTHER COMMISSIONS – From time to time we are paid commission by contractors as a reciprocation for providing them with work. This does not affect our choice of contractor and will always be paid from the total job cost. It will not increase the cost to our clients as we already negotiate favorable rates through contractors for using them regularly. There is no obligation to our landlord clients to use contractors that we might suggest but we always strive to ensure that they are professional, accountable and reliable.

ESTATE AGENCY - **We can offer a great value Estate Agency service when you are eventually ready to sell your property.** If however a tenant secured by our company agrees to buy the property then an introduction fee of .0.6% of the sale price (minimum £600.00) will be due to the agent as an introduction fee. In this case the agent can also offer to oversee & manage the sale including issuing Memorandum of Sale etc...through to completion at an additional fixed charge of £250.00

Please use the free space below to record anything you think that we may need to know. This might be the bank details to pay your rent to, further correspondence details, details of other interested parties, preferred contractors etc.....

SCHEDULE OF ADDITIONAL CHARGES

These are external and therefore supplementary to the main Terms and will only be charged on an ad hoc basis

- **Inventory - A written Inventory with photographs and meter readings (where possible) which will usually be signed by the tenant prior to tenancy start and charged as follows (FREE OF CHARGE FOR MANAGED LETS)**
1 bed £79.00 / 2 bed £99.00 / 3 bed £129.00 4 bed £149.00 (Plus 25% If Furnished)
- **Energy Performance Certificate - Usually valid for 10 years but nevertheless a legal requirement when letting property** **£85.00**
- **Landlord Gas Safety Inspection / Certificate** **£99.00**
- **Electrical Visual Inspection** **£75.00**
(NOT carried out by a qualified electrician simply a physical Inspection of sockets, switches, light fittings etc to confirm general condition)
- **Unscheduled Interim property Inspection** **£45.00**
- **Deposit Protection Charge (legal requirement) (charged annually & each change of tenant)** **£35.00**
- **Rent Protection Insurance (Managed properties only) - Quote available on request**

The above are subject to variation from time to time and any variations will be notified to you in writing as required

The agent accepts no liability for any loss, damage, claim or demand arising directly or indirectly from the operation of any of their services

COOLING OFF PERIOD - THIS AGREEMENT CAN BE CANCELLED WITHIN 14 DAYS OF ITS' START DATE WITHOUT COST - WE WILL NOT COMMENCE MARKETING UNTIL THE COOLING OFF PERIOD HAS EXPIRED UNLESS WE ARE INSTRUCTED OTHERWISE IN WHICH CASE YOU ALSO AGREE TO PAY ANY RESULTING COSTS EVEN IF YOU CANCEL THIS AGREEMENT WITHIN THE 14 DAYS

LANDLORD DECLARATION

I /We have read the enclosed terms and conditions and agree to be bound wholly by them. I /We understand that the agent has a professional obligation to ensure that the proposed tenancy meets with all current and future legislation and reserves the right to act in the interest of all parties accordingly. It is further understood that I /We owe a duty of care to any tenant within my/our property and that provision must be made with regard to insurance and consents to let to ensure the tenure of the tenant is not disturbed. I am the owner or appointed representative with authority to give instructions relating to the letting of the above property. I shall notify the agent or tenant if the property is subject to a mortgage or any letting restriction. Furthermore I agree to indemnify The Agent against any losses financial or otherwise which may occur as a result of my failure to act properly and professionally within my scope as landlord.

Signed by the landlord

Print

Dated:

Notice of the Right to Cancel

Rogers & Partners are obliged to advise all clients of their right to cancel any agreement to market their property with an initial 14 day cooling off period from the signature date on the agency agreement. The Right to cancel applies where the agreement is signed in the clients' home, rental property or place of work.

This right can be exercised by delivering, sending (including by electronic communication) a cancellation notice to the person/company mentioned in the following paragraph within 14 days' notice effective from the date the notice is served.

I understand that I can request Rogers & Partners to commence immediate marketing of my/ our property and that I will not lose my right to cancel, however I will be liable for any costs which you, as agent have incurred. This cost will not exceed the sum of £500.00

I/We hereby instruct you to commence immediate marketing of the above-mentioned property

Date : Client Name(s) :

Client Signature(s) :

The form below may be used to cancel the signed contract between the named client and **ALC** as per the above advisory.

Cancellation Notice to be included in the Notice of the Right to Cancel. If you wish to cancel the contract you must do so IN WRITING and deliver personally, or send (which may be by electronic communication) this to the person/ company named above.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

Cancellation Notice

To : Rogers & Partners

Please be advised that I/we hereby give notice that I/we wish to cancel the contract in relation to _____ (Property Address) exercising my/our right under the 14 day cooling off period.

Date : Client Name(s) :

Client Signature(s) :