

CURTIS HAINES

Curtis Haines Letting Authority

Rent Collection and Management Terms and Conditions

1. Definitions

In these terms and conditions the following expressions shall have the following meanings:

1.1 Curtis Haines – Haines and Company Ltd and its successors in title or assigns.

1.2 “you” or “the Landlord” – the landlord named in the Instruction Form and/or his successors in title or assigns

1.3 “the property” – the property or any part of it (including garage) specified in the Instruction Form including any fixtures, fittings, furniture, appliances and equipment belonging to the Landlord

1.4 “Tenant” – any tenant or tenants of the Property. If the tenant is more than one person, this expression shall be read and construed accordingly and includes any associate of the tenant or any person who remains in the Property. The expression “Tenancy” shall be read and construed accordingly and includes an initial period of tenancy, extension, renewal or holding over period, or any statutory periodic tenancy.

2. Preliminary Legal Matters

There are a number of legal matters with which you must comply when letting your property and You therefore warrant to Curtis Haines that:

2.1 All furniture or furnishings in the Property and included in the letting comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended.

2.2 That if there is a supply of gas to the Property then all pipework and appliances are safe and have been the subject of a gas safety inspection and You will produce to Curtis Haines a copy of a current Gas Safety Certificate (so that in turn Curtis Haines can produce this to the Tenant) and that you have already or immediately will comply with any works required or recommended to be done by the terms of that Certificate.

2.3 That all electrical wiring in the property and appliances to be included in the letting are safe and have been the subject of an electrical test within the last month, by an NICEIC electrician and you will produce to Curtis Haines a copy of the Safety Certificate (so that in turn Curtis Haines can produce this to the Tenant) and that you have already or immediately will comply with any works required or recommended to be done by the terms of that Certificate.

2.4 That you have obtained written consent from any mortgagee of the Property to the intended letting and will on request produce this consent to Curtis Haines.

3. Curtis Haines Letting and Rent Collection Service

Where Curtis Haines are instructed to let the Property and Collect Rent, depending upon the Landlords selection, they will carry out the following:

3.1 Inspect the property and advise on rents, furnishings and any pertinent matters

3.2 Advertise the Property as necessary

3.3 Arrange appointments for prospective tenants to view the property

3.4 Introduce prospective tenants and take up references to rent guarantee level, unless otherwise advised to the Landlord

3.5 Prepare, execute and complete the Tenancy Agreement (cost shared with Tenant) and prepare an Inventory/Schedule of Condition, liaising with public utilities as necessary

3.6 Receive rents and remit to the account stipulated via the “bacs” system (payment by any other method chargeable, see Scale of Charges)

3.7 Receive and hold deposits (see Clauses 9.1/2)

3.8 Check the tenant out at the end of the tenancy and prepare a report in accordance with clause 9 below.

3.9 Where a room or other storage area is locked off by a Landlord and no key is provided Curtis Haines will not be responsible for or take Inventory of any contents

3.10 Curtis Haines will not Inventory Landlords possessions stored in a loft or attic.

4. Curtis Haines' Full Management Service

4.1 Where Curtis Haines are appointed managing agents of the property then for the purpose of enabling Curtis Haines to carry out this service (and without prejudice to the generality of the appointment) the Landlord expressly authorises Curtis Haines to:

a) Prepare, execute and complete the Tenancy Agreement (cost shared with Tenant) and prepare an Inventory/Schedule of Condition, liaising with public utilities as necessary.

b) Carry out repairs to the Property including replacement, maintenance, servicing or repair of furniture, furnishings, appliances, equipment or machinery as a matter of course and also process insurance claims if so instructed. Save in emergencies Curtis Haines will make every endeavour to notify the landlord if any cost is likely to exceed £250 plus VAT on any one occasion (see also Clauses 6.1 and 6.2). Where major works repairs or replacements are necessary (usually in excess of £250) an additional charge of 10% of the works cost is made to cover necessary survey work and overseeing visits etc.

c) Carry out routine inspections as advised and notify the landlord of any matters considered necessary.

d) Provided the landlord has not made alternative arrangements and provided that the landlords account with Curtis Haines is in credit, to discharge all charges and appropriate expenses payable in respect of the property, excluding mortgage and service charge payments, except by express appointment

e) Vacant management will automatically take place during void periods, provided that the Landlords account with Curtis Haines is in credit.

f) Where Curtis Haines are appointed managing agents they will retain a minimum balance of £100 on the landlords account, occasionally increasing where higher estimates for work are known, in order to instruct contractors where necessary. Where tenants are vacating, the final months rent will be retained to facilitate any remedial works necessary to enable the property

to be speedily re-let prior to any agreement being reached with the outgoing tenants (if necessary). All balances will be fully accounted for.

g) Check the Tenant out at the end of the Tenancy, liaise with public utilities as necessary and and prepare a schedule in accordance with clause 9 below

5. Curtis Haines Authority

The Landlord expressly authorises Curtis Haines to act as attorney and on the Landlords behalf (but at the sole discretion of Curtis Haines) to do, carry out and execute all or every one of the following:

5.1 In general and for the purposes of letting, rent collection and management, perform every act usually performed by letting or Managing Agents to the same extent as the Landlord could do so.

5.2 Demand and use all reasonable endeavours to recover from tenants all rents and monies payable and take all steps whether by Court Action or otherwise to recover rent or arrears including instructing solicitors on behalf of the landlord.

5.3 Commence arbitration or court proceedings as necessary to recover arrears or preserve the landlords rights and property or to defend such court or arbitration proceedings that may be brought against the landlord in connection with the property subject to the landlord being responsible for the costs of all such proceedings including court fees, barristers, solicitors and court fees incurred.

5.4 Grant, extend or renew tenancies in respect of the property and to execute Tenancy Agreements on behalf of the landlord and to vary any clauses or provisions, to decide upon appropriate levels of rents or to grant any approvals to tenants pursuant to any clauses in a Tenancy Agreement.

5.5 Sign and give Notices to tenants to quit, deliver up possession or terminate rights of occupation under the Housing Act 1988 or to repair the property or abate a nuisance or to remedy any breach of any agreement or any other purpose and also to accept surrenders of any lease or tenancy upon whatever terms Curtis Haines think fit.

5.6 Warn off, prohibit and if necessary take court proceedings against all trespassers.

5.7 Clean and or disinfect the property and tidy the garden if any prior to the commencement of the tenancy if necessary.

6. Repairs and Statutory Obligations

6.1 The landlord appoints Curtis Haines to carry out any appropriate duties in respect of any statutory obligations regulations rules or orders which may now or at any time relate to the property and to incur such expenditure as Curtis Haines deem necessary to comply with same.

6.2 The landlord fully indemnifies Curtis Haines against all costs claims and expenses made pursuant to this agreement or arising out of the service on Curtis Haines of any informal or statutory notice or any breach, non observance or non performance by Curtis Haines and/or the

landlord of any statutory obligations or regulations, rules or orders.

6.3 The expression “the property” does not extend to any other part of any building which contains the property including common parts, ways or conduction media or fire escapes neighbouring or adjoining premises to the property.

6.4 The landlord undertakes to ratify whatever Curtis Haines shall do in the performance of their service and to indemnify them against all costs claims payments and expenses incurred by them.

6.5 Curtis Haines shall not be liable for any breach of Agreement by the Tenant or any loss or damage sustained by the Landlord as a result.

7. Tax Returns/Overseas Landlords

7.1 Curtis Haines will, if instructed, enter into correspondence with the Inland Revenue and to prepare and submit Tax returns subject to payment of the quoted fee.

7.2 Where the landlord is resident or taxed as abroad Curtis Haines shall retain tax due or estimated as due, out of monies received and pay the same to the Inland Revenue. The landlord hereby indemnifies the Agent against all payment of tax, interest thereon or penalties levied on or made by Curtis Haines and the costs of dealing with same and shall pay Curtis Haines any shortfall of such monies together with interest thereon at 3% above Lloyd Bank PLC base lending rate in force on a daily basis from the date of payment by Curtis Haines until reimbursement in full is made.

8. Letting Rent Collection and Management Fees

8.1 Letting, rent collection and full management service – 15% payable monthly

8.2 Letting and rent collection but without management – 12.5% payable monthly.

Commission is due monthly for the entire period during which a tenant introduced by Curtis Haines is in occupation of the property or any other premises owned by the Landlord. The percentage shown is of the rent stated on the tenancy Agreement

8.3 Tenancy Agreement, Inventory Check in and Check out are as stated in the current price list.

8.4 Supplemental Agreements or Extension Memoranda - £40 plus VAT and stamp duty (if applicable).

8.5 If a Gas Safety Certificate is not provided to Curtis Haines prior to the commencement of the tenancy, the landlord agrees that Curtis Haines may instruct a qualified CORGI registered contractor to inspect the gas installation, appliances and flues and to carry out any necessary repairs to enable the Safety certificate to be issued. The landlord will pay the costs on demand plus Curtis Haines administration charge – £30 plus VAT.

8.6 If an Electrical Safety Certificate is not provided to Curtis Haines prior to the commencement of the tenancy, the landlord agrees that Curtis Haines may instruct a qualified electrician to inspect and carry out any necessary repairs to enable the Safety certificate to be issued. The landlord will pay the costs on demand plus Curtis Haines administration charge – £30 plus VAT.

8.7 Extra visits to the property over and above routine inspections, by our staff at your special request – £30 plus Vat per visit.

8.8 These charges are subject to review at the discretion of Curtis Haines, if the property is considered to be unusually large or of an unusual

nature. In such cases, Curtis Haines will inform the landlord in writing prior to the relative item being completed

8.9 The Dispute Service Ltd premium and administration - £10 plus VAT.

8.10 Should a Landlord withdraw from a proposed tenancy for any reason after full references have been taken up and agreed with the Landlord and after legal documentation has subsequently been prepared Curtis Haines shall invoice the Landlord £300 plus VAT being the costs incurred for this abortive work.

9. Deposits

Definition: ICE as referred to below is the Independent Case Examiner of The Dispute Service.

9.1 Curtis Haines is a member of The Tenancy Deposit Scheme, which is administered by

The Dispute Service Ltd,
PO Box 541, Amersham, Bucks, HP6 6ZR.
Phone 0845 226 7837, email
deposits@tds.gb.com , fax 01494 431123

9.2 Curtis Haines will hold the deposit as Stakeholder and under the terms of The Tenancy Deposit Scheme.

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

a) If there is no dispute Curtis Haines will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord 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.

b) If, after 10 working days following notification of a dispute to Curtis Haines and reasonable attempts have been made in that time to resolve any differences of opinion, there remains and unresolved dispute between the Landlord and the Tenant over the allocation of the deposit it will (subject to 9.c below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication

c) When the amount in dispute is over £5000 the Landlord and the Tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although , with the written consent of both parties, the ICE may at his discretion 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 upon the award made by the arbitrator.

d) The statutory rights of either you (the Landlord) or the Tenant to take legal action against the other party remain unaffected

e) 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 the the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding

f) If there is a dispute, Curtis Haines 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 you or Curtis

Haines want 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 us

g) Curtis Haines 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 Curtis Haines is correct to the best of his knowledge and belief. In the event the the Landlord provides incorrect information to Curtis Haines which causes Curtis Haines to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate Curtis Haines for all losses suffered.

10. Sale of property to a tenant/third party

10.1 Where a tenant or any third party introduced by Curtis Haines or the tenant purchases the freehold or long leasehold during or within six months of the end of the tenancy a fee equivalent of 1.25% plus VAT of the purchase consideration will forthwith become due and payable to Curtis Haines by the Landlord.

10.2 If the Landlord sells the property to a third party he shall remain liable for all Curtis Haines commission and fees hereunder but if the purchaser enters into a new Letting and Management Agreement for the property/tenancy with Curtis Haines then at their discretion they will release the Landlord from future liability.

11. Multiple Contract Terms

Contract terms with reduced charges are available to landlords who let two or more properties on a “sole agency” basis through Curtis Haines.

12. The Landlord authorises Curtis Haines to liaise with local authority Housing Benefit departments on his behalf and the Landlord indemnifies Curtis Haines against any repayment by Curtis Haines to the local authority of any such monies at any time together with any costs or losses incurred by Curtis Haines.

I/We appoint Curtis Haines as our Agent to find a tenant and Let

(“the Property”) and confirm that we have read and fully understand the terms and conditions as set out above.

The rent sought by me/us will be:

£ _____ pcm

Signed

Date
