

Mid Cornwall Letting & Property Management



Sole Agency Terms of Business Full Management Service

You should read this document thoroughly. If you have difficulty in understanding any of the terms or conditions laid out in this document, we strongly recommend that you seek the advice of a solicitor before signing.

Sole Agency Agreement - Residential Letting

I/We hereby appoint Mid Cornwall Letting Ltd to undertake the duties of Letting Agent for the purpose of arranging a tenancy in respect of the property.

Mid Cornwall Letting Ltd are hereby granted Sole Letting Rights until cancelled in writing, the landlord having given fourteen days notice.

Tenancy Term.

The Tenancy will be for a minimum period of six months, in accordance with the Housing Act 1988. The Tenant shall be responsible for all other services.

Fees & Commissions.

I/We agree to pay Mid Cornwall Letting Ltd for arranging the tenancy (this includes finding the tenant, serving of notices, preparation of lease & the taking of references) for the initial period.

I/We agree to pay Mid Cornwall Letting Ltd a commission of 10% plus VAT of the calendar monthly rent for management and for collecting the rent for the initial and subsequent periods, at a minimum charge of £50.00 plus VAT per calendar month.

I/We agree to pay Mid Cornwall Letting Ltd 22% of the first months rent plus VAT for the creation of a professionally drafted inventory on an unfurnished property (or negotiated on furnished properties).

I/We agree that the Professionally Drafted Inventory is not a guarantee by Mid Cornwall Letting Ltd for reimbursement for any loss or damages caused by the tenants in regards to deposits held in the Tenancy Deposit Scheme

I/We agree that if I do not wish Mid Cornwall Letting Ltd to create a professionally drafted inventory that I/We will make alternative arrangements to create a professionally drafted inventory. I/We agree and understand that if a professionally drafted inventory is not created to accompany the tenancy agreement, I/We may receive no money from tenant's deposits held by the custodial scheme in regards for cleaning and repairs / redecoration.

Please tick if you **do not** require Mid Cornwall Letting Ltd to create a professionally drafted inventory

If box is ticked, please also sign here

Payments.

I/We authorise payments to be made directly into the account details given below. I/We acknowledge that this payment method is to be set up by Mid Cornwall Letting Ltd at no expense to myself.

Bank/Building Society Name:		
Address:	Acct Name:	
	Acct No:	
Postcode:	Sort Code:	

Signed.....

Cancellation Charge.

In the event that this agreement is cancelled by yourselves prior to the arranging of a Tenancy an administration charge of £100 plus VAT is payable. If the agreement is cancelled during the period of tenancy with a tenant in occupation, then full management fees will be payable until the end of the occupation/lease with that tenant, whichever is the longer.

Property Maintenance.

I/We authorise Mid Cornwall Letting Ltd to arrange for any work/repairs which Mid Cornwall Letting Ltd consider to be of an urgent nature (to an amount equivalent to three months rent) to be carried out and to deduct all such expenses from the rent monies collected (where no such funds are held by Mid Cornwall Letting Ltd. I/We hereby agree to pay any invoices within seven days.) Mid Cornwall Letting Ltd will endeavour to seek prior authorisation, wherever practical. I/We hereby acknowledge that Mid Cornwall Letting Ltd cannot accept responsibility to arrange for any work/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting without prior funding having been agreed.

Arbitration.

Should a dispute arise between myself (the Landlord) and the tenant, I/We hereby agree to let Mid Cornwall Letting Ltd act as arbitrators and agree to abide by their decision.

Terms & Conditions

1) Fees & Commissions.

Fees are due and payable immediately on a tenant entering into a tenancy agreement with the Landlord. It is agreed that Mid Cornwall Letting Ltd will deduct such fees and commission due from rent monies collected. In the event of a local authority demanding repayment whether in part or in full of housing benefit from Mid Cornwall Letting Ltd and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the landlord) shall be responsible for refunding all monies to the agent without any deductions whatsoever immediately.

2) Sole Agency/Sole Letting Rights.

Mid Cornwall Letting Ltd will be sole Letting Agents from the date of this Agreement for a period of 8 weeks and thereafter until terminated in writing by either party giving 14 days notice. Should the property be let during our agency period, all fees will be payable to Mid Cornwall Letting Ltd irrespective of the introducer. During the period of Sole Agency the Landlord will not instruct any other agent to let the property. I/We confirm that no introduction of a prospective Tenant has already been made. The right is specifically reserved to terminate this agreement at any time if the terms and conditions are unacceptably changed by the Landlord or become unacceptable to Mid Cornwall Letting Ltd. The cancellation fee, as outlined overleaf, would then become payable. I/We also agree if the property is sold to an existing tenant or a tenant previously introduced by Mid Cornwall Letting Ltd, I/we will pay 1% of the sale price to Mid Cornwall Letting Ltd.

3) Insurance.

The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings and contents, if applicable, and that the insurer is aware that the property is available for letting. Please also notify your insurance company of the date of occupancy. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

Signed.....

4) Residence/Domicile.

In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with Mid Cornwall Letting Ltd.

5) Mortgage.

I/We, (the landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender (and that I/We have a copy of this authorisation which I/We am/are willing to produce on request) for the letting of the property.

6) Deposits.

All deposits taken from tenants after the 6th April 2007 will be paid into the Custodial Scheme as part of the Tenancy Deposit Scheme, which constitutes Part 6, Chapter 4 of the Housing Act 2004.

7) Bank Details.

The client's money, obtained from rent, is held with:

- Lloyds TSB at St Austell.
- The sort code of the bank is 30:97:28.
- The rent is held in account number 01753639
- No interest will be paid on money held within either account whether the account(s) is/are interest-bearing or not.

8) Legal Requirements.

- a) Gas Safety (Installation & Use) Regulations 1994.** I/We accept that gas appliances and installations must be checked and found to be safe by a CORGI registered engineer annually. I/We undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations annually.
- b) Electrical Equipment (Safety) Regulations 1995.** I/We hereby certify that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations.
- c) Smoke Alarms.** I/We hereby acknowledge that, where smoke alarms are installed at a property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries before a new tenant moves into the above mentioned property.
- d) Furniture and Furnishings (Fire) (Safety) Regulations 1993.** All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements which came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.

The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation and conditions made mandatory by new legislation are fully met. I/We except that Mid Cornwall Letting Ltd have the right to have mandatory work and / or inspections undertaken at the property if I/We fail to comply with any act of legislation affecting my property. I/We hereby agree that this does not make them responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

7) Loft Space.

The landlord(s) hereby acknowledge(s) and agree(s) that the loft space and cellar if applicable is clear from furniture and furnishings. These spaces will not be inspected by Mid Cornwall Letting and will not be inventoried.

Signed.....

8) Data Protection.

The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord on computer.

9) Definition.

Landlord. The person who, by signature hereunder, instructs Mid Cornwall Letting Ltd to act as Sole Letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

*All charges are subject to change given a minimum ninety days notice.

Property address
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Post Code

I/We have read and understood the Terms and Conditions stated herein and duly name Mid Cornwall Letting Ltd as Sole Letting Agents.

Signature: for and on behalf of (Agent Name)		Date:			
Print Name:					
Signature: Landlord		Date:			
Print Name:					

Signed.....