

Alex Clark Lettings Information Form



PROPERTY ADDRESS

If the property is a leasehold property please give details of who is the Superior Landlord. You must apply for written agreement and comply with any conditions within the lease before the tenancy can be completed.

Name of Person to Contact:

Name of Freeholder/Superior Landlord:

Address:

Post code:

Tel No:

Please enclose a copy of the lease if possible.

INSURANCE

Do you currently have buildings insurance? Yes/No

If yes, who is your policy with?

When is the renewal month of this policy?

Do you require a quote? Yes/No

If yes, please provide us with the sum assured figure. £

GUARANTEES

List any items in the property that are still under guarantee and enclose copies of those documents.

I/We, all legal owners of the property, have read, understood and accept the terms and conditions herein and the fees chargeable by Alex Clark Lettings in respect of the various service offered. I/We also confirm that I/we have read and understood the addendum to the terms of business in relation to the deposit scheme. I/We hereby instruct Alex Clark Lettings to act as Managing Agents and confirm that whatever information is necessary for them to undertake these instructions will be made available to them. I/We also hereby give authority for Alex Clark Lettings to sign any Tenancy Agreements on our behalf.

We understand that whilst every effort is undertaken by Alex Clark Lettings to secure suitable tenancies, no legal liability is accepted in the event that the tenancies prove unsatisfactory for whatever reason.

Signed: Name: Date:

Signed: Name: Date:

Joint/Sole owners of:

Cheltenham Office: 3 Bath Street, Cheltenham, GL50 1YE. Tel: (01242) 252101 Fax: (01242) 210777
Gloucester Office: 2 Worcester Street, Gloucester, GL1 3AA. Tel: (01452) 300822 Fax: (01452) 260076

Registered Office: 3 Bath Street, Cheltenham, GL50 1YE. Registered in England No 342 3451 VAT Reg. No. 701 2028 03

Alex Clark Lettings Information and Terms of Business



Date:

Full names of all Legal Owners

Mr / Mrs / Ms / Miss

Landlord's Address:

Postcode:

Landlord's Tel. No:

Home:

Works:

Mobile:

Email:

Bank Name:

A/C Name:

A/C No:

Sort Code:

Address:

Post Code:

If full bank details are not received you will be paid by cheque.

PROPERTY ADDRESS

Postcode:

Property Tel No:

Rental asking price: £ *per calendar month*

SERVICE REQUIRED

Premier Managed Service 13%/12%* + £130 + VAT per annum

Managed Service 13%/12%*

Introduction Service 85%/75%*

*Gloucester Fee

Inventory Charge:

Are you going overseas: Yes/No

Are you, Sole Freeholder: Yes/No

Sole Leaseholder: Yes/No

Joint Freeholder: Yes/No

Joint Leaseholder: Yes/No

UTILITIES AVAILABLE AT THE PROPERTY

Gas: Yes/No Central Heating: Yes/No

Telephone: Yes/No

Please give the location of the following items:

Mains Water Tap:

Fuse Box:

Electricity Meter:

Gas Meter:

Water Meter:

Security System (and code, if applicable):

Please advise Council Tax Band:

Monthly Payment:

SAFETY REGULATIONS AND CERTIFICATES

Does the property have a gas supply? Yes/No If Yes, do you require us to undertake safety testing? Yes/No

Does the property have Portable electrical appliances? Yes/No If Yes, do you require us to undertake safety testing? Yes/No

Do you have a valid EPC Certificate for this property? Yes/No If No, do you require us to instruct this to be done? Yes/No

*Properties cannot be marketed for Let without a valid Energy Performance Certificate.

If you do not want us to carry out any or all of the above then we will need relevant copies of the certificates

Terms of Business

Lettings and Management

We will at all times endeavour to provide a quality service, but we will accept no responsibility for any loss or damage, whether direct or indirect, suffered by you as a result of:

Any failure on the part of the tenant to comply with the terms of the Agency Agreement including non payment of rent.

Any failure to comply with safety or other regulations.

Any failure by you to maintain adequate insurance cover.

Any delay, failure or overpayment by us in relation to the settlement of your accounts relating to the property.

1. Terms of Appointment

Our appointment as managing agents is for the duration of the tenancy, including any renewal, extension or re-letting. An alternative package can only be selected at the end of a fixed term period, and with 3 months written notice. You, as the Landlord, are responsible to maintain in full working order any fixtures, fittings and appliances which remain in the property.

2. Rent Remittance

No rent will be payable to yourselves until we hold clear funds from the tenants. We will endeavour to pass to you the balance after deductions due within 10 working days from when it is received at our offices, and send you a statement once a month. If copy statements are required there is an administration fee of £10.00. + VAT

3. Deposits

Deposits will be held by ourselves during the course of the tenancy and in line with current government regulations, we will retain any interest accrued. Please see addendum for further details.

4. Dilapidations

Once dilapidations have been agreed at the end of the tenancy and copies of all receipted final invoices have been checked, the balance of the deposit will be returned to the tenant. We will use our sole discretion to deduct a fair amount to cover any dilapidation. We reserve the right to send cases of dispute to the ICE - please see addendum for further details.

5. Property Visits

We will periodically visit the property. Any visit will be of a cursory nature and no responsibility can be taken for any hidden or latent defect.

6. Maintenance

Unless otherwise instructed, we will investigate any possible defects which are reported to us which come to our notice. Works costing up to £250.00 will be dealt with as they arise without any further instruction from you and the cost deducted from the next rental payment received, following us being in receipt of the invoice from the contractor. If you would like us to deal with maintenance in any other way than this we must be notified at the commencement of the tenancy. You agree to indemnify us against any costs we incur in an emergency situation where we are unable to contact you. Any repairs dealt with, or managed by ourselves, in excess of £500.00 will incur a commission of 10% of the total cost including insurance claims. We reserve the right to charge our contractors a commission.

7. Overseas Landlords

Due to the regulations of the Inland Revenue we are required to supply details of rental income and expenses deducted for all non resident Landlords. We will make a charge of £50.00 for this, deducted at £12.50 + VAT per quarter.

If you are abroad and we do not hold an Exemption Certificate, we will deduct tax at the appropriate rate from your net rents and pay this tax quarterly to the Inland Revenue. You will indemnify us for any costs we may incur as a result of you going overseas.

8. Tenancy Renewals

If both parties, yourself and the tenant, wish to enter into a new fixed term at the end of their current fixed term we will issue a new tenancy agreement and an arrangement fee will be charged.

9. Fees and Charges

On finding a tenant who is accepted by ourselves, our commission will be charged in accordance with our current Schedule of Fees, and will be deducted by us from your rent monthly. The Agents reserve the right to retain any interest or commission obtained while carrying out duties on behalf of the Landlord. All fees are applicable and payable as listed in this document or our current Schedule of Fees.

10. VAT

VAT will be charged on all fees at the prevailing rate.

11. Tenancy Agreement

Unless instructed otherwise, our standard form of Tenancy Agreement is used. Should you wish to prepare your own there will be no reduction in our set-up fee. We cannot advise you on the legal technicalities, you should therefore consult your own solicitors if you require further information about your rights and obligations as a landlord.

12. Notice Period

Two clear months notice is required to terminate an Assured Shorthold Tenancy to gain vacant possession. Any such notice must be served in line with the tenancy commencement date. Should you require us to serve such a notice we require your written instructions to do so, allowing ample time for posting, being not less than 5 days.

13. Rent

We will agree with you a rent to be quoted to potential tenants. Unless specifically agreed otherwise, this will include all payments for which you are responsible such as ground rent, service charges etc. It is normal for the tenant to take over responsibility for the gas, electricity, water, council tax and telephone accounts during a tenancy and pay for any fuel used.

14. Inventories

This is detailed evidence of the condition of the property and its contents. We will prepare or update an Inventory and Schedule of Condition and agree this with the tenants in writing at the commencement of each letting. There is a charge for this depending on the size of the property. (See 'Schedule of Fees' separate sheet).

15. References

Unless otherwise instructed our standard form of referencing will be used in all tenancies.

16. Insurance

You must make certain that your property and contents are adequately insured and you have informed your insurance company of your intention to let, as many policies do not cover lettings. If we make an insurance claim on your behalf a charge of 10% will be made of the total balance of the claim.

17. Extending Services

It is your responsibility to arrange for settlement of all outstanding services, ie gas, electric, council tax and water rates prior to the vacation of the property. We do not transfer services on yours or the tenants' behalf.

18. Keys

Please supply us with three complete sets of keys for the property when instructing us. If you are unable to do so, or should any additional sets be required, then we will cut these at your expense.

19. Legal Action

You will be informed of any rent arrears or breaches of covenant brought to our attention. If you have not selected to have our Premiere Managed Service, Landlords will be responsible for any legal action necessary for rent recovery or any other matters relating to the tenancy and will be responsible for payment of all fees and costs. If you require us to attend court on your behalf we reserve the right to make a charge which is payable by the Landlord and recoverable by the Tenant(s).

20. Safety Regulations

All Landlords must comply with all regulations regarding safety within a property. It is illegal to supply any furnishings which do not conform to current legislation. You are also required by law to provide a safety certificate for all gas appliances and they must be annually serviced, and you must also have a safety certificate for all low voltage portable electrical equipment. **Failure to do so is a very serious criminal offence and will be dealt with as such. We take no responsibility for any failure by you in this respect.**

21. Prior to Letting

You are responsible for ensuring that the property is in good condition for letting. It must have been thoroughly cleaned, in particular the carpets, soft furnishings and ovens and generally be in good repair with all domestic appliances in full working order.

22. Withdrawal of Instructions

Should we successfully find a tenant who has been vetted and approved by us and you decide, for whatever reason, not to proceed, there will be a standard charge of £250.00

23. Mortgages

Where the property is to be let subject to a mortgage, permission is required from your lender. You must obtain their permission in writing at the earliest date rather than waiting for a tenancy to commence.

24. Selling to a Party Introduced by us

In the event of a party introduced by us (or any person or body associated with that party) subsequently purchasing the premises, whether before or after entering into a Tenancy Agreement, commission shall be payable to us on completion of the sale at a rate of 1.5% of the sale price plus VAT at the prevailing rate subject to a minimum fee of £500.00.

25. Void Periods

We do not provide management or caretaking services during any void periods unless you have selected our Premier Managed Service.

26. Indemnities

You agree to indemnify us as Agents against costs. Any costs, claims, demands, expenses or liabilities incurred or imposed on us provided that they were incurred on your behalf in pursuit of our normal duties.

27. Boards

We will unless otherwise instructed erect a 'To Let' sign at the property.

28. General

If your property is Leasehold you should check the following:

Any intended letting is permitted by the terms of the Lease.

Any tenancy is for a period expiring prior to the termination of your Lease.

Written permission of your Landlord, if required under the terms of your Lease, is obtained for sub-letting.

Authority to let the property is obtained in writing from any joint owners who should also be named in the Tenancy Agreement.

29. Post

We do not take responsibility for redirecting your post.

30. Stamp Duty

We do not as a matter of course forward Tenancy Agreements for stamping. If for any reason you wish us to do this you must instruct us to do so and the cost will be borne by yourself.

31. Variations of Terms

Any variation to these Terms of Conditions are valid only if evidence in writing is received and signed by our Principal or duly authorised signatory.

Premiere Managed Service

If you have selected our Premiere Managed Service, all of the terms previously outlined will apply, with the inclusion of :

1. Rent and Legal Protection Insurance
2. Quarterley property visits
3. Care-taking service during void periods
4. Tax Year End Income and Expenditure Statement

Lettings only

For 'Let Only' service, terms and conditions are as outlined above apply with the exception of clauses 1-8.

Introduction Service

Should you decide not to avail yourself of our comprehensive management services we can, if instructed at the outset, purely introduce a tenant to you.

The service includes:

1. Finding and vetting a suitable tenant.
2. Preparation of all legal documents.
3. Preparing of the Inventory and Statement of Condition (see Schedule of Fees).
4. Collection of the first 6 weeks rent and deposit.
5. Transferring Council Tax and Water Rates into the new tenants name.

You will then take over management of the property and will receive from us all the documentation we have collated, together with the balance of the first six weeks rent, after deduction of our fees. The deposit is retained in line with Government Regulations - please see addendum for further details.