

CHARLES HARDING

VALUERS AND ESTATE AGENTS

PROPERTY MANAGEMENT AND LETTINGS

26 Commercial Road Swindon Wiltshire SN1 5NS

Tel: 01793430588

AGREEMENT

**CONDITIONS
TERMS OF BUSINESS**

AGREEMENT – Conditions and Terms of Business

If instructing Charles Harding Property Management as 'Agent' on either the Letting Only Service (1) Letting and Rent Collection Service (2) or Full Management Service (3) the following conditions will also apply in addition to the general information contained within this brochure

Please read and sign the attached Agreement for which every service you require

- 1** Charles Harding Lettings and Property Management are to act as your sole Agent for any letting period to a tenant introduced by us. A period of three months notice from either party is required which must coincide with the end of the current tenancy agreement
- 2** The Agent must disclose any interest between client and our firm to a prospective tenant. Please disclose to us in writing any family relationship with any member of Charles Harding Property Lettings and Management
- 3** In accepting the Terms of this Agreement the client gives the Agent authority to deduct from each monthly payment the appropriate proportion of their commission applicable to such monthly payment together with any agreed disbursements
- 4** The Agent agrees with the client that subject to clause 9 it will collect rent from time to time due in respect of the letting and will take all necessary action the Agent deems in the best interest of the Landlord but that its responsibility in this respect does not extend
- 5** The Agent agrees with the client to manage the property (to include the collection of rents) and to instruct contractors to carry out repairs within the scope of the authority given to them by the standard form of questionnaire
- 6** The Agent will provide a Statement of Account upon receipt by us of each rent payment detailing any deductions made
- 7** The client will reimburse the Agent all expenses properly incurred by the Agent in connection with the management of the property including (but without prejudice to the generality of the foregoing) any expenses incurred under the provisions of clauses 5, 8 and 10 to taking legal action to recover any sums due or for the possession of the property

The client will indemnify and keep indemnified the Agent from and against any and all loss, damage or liability whether criminal or civil suffered and legal fees and costs incurred by the Agent in the course of conducting the collection of rent and management of the property and resulting from:

- a)** Any act, neglect or default of the client or his agent's employee's licensees or customers
- b)** Any successful claim by any third party in respect of any matter arising from the collection of rent and management of the property provided that such liability has not been incurred through any default by the Agent in carrying out the terms of this agreement

The Agent shall have no responsibility to a Tenant, lessee or third party other than the client under the Terms of this Agreement

- 8** In the event of contact with the client being impracticable or likely to cause delay the client authorises the Agent in the case of emergency to take reasonable steps to ensure the safety of the tenants and the property
- 9** It is understood by the client that whilst the Agent will take all reasonable steps to demand and recover all rents and sums of money payable by the tenant the Agent cannot accept any responsibility for unpaid amounts due
- 10** The client authorises the Agent to obtain copies of keys for the property as and when required
- 11** In the event that a sale of the property is negotiated between the Landlord and Tenant it would be considered that the introduction had been made by the Agent in this circumstance commission will be payable to Charles Harding Lettings and Property Management at the rate of 2% of the sale price

- 12 The client confirms that he as sole/joint owner of the property and have the right to rent out the property under the terms of his mortgage lenders consent to let said property
- 13 The Agent shall have no responsibility to any tenant lessee or third party other than the client under the Terms of Agreement.
- 14 Interest is not paid on rent received by us on your behalf prior to producing a rent statement and passing either direct to your account or issue of a cheque This also applies to monies held on your instructions for probable repairs etc

THE TENANCY DEPOSIT

1. Charles Harding Lettings and Property Management as Agent is a member of the Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd
PO Box 541 Amersham Bucks HP6 6ZR

E Telephone - 0845 226 7837 email - deposits@tds.gb.com fax - 01494 431 123

- 2 The Agent is instructed by the Landlord to hold the Deposit and the Agent shall do so under the terms of the Tenancy Deposit Scheme

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 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 of opinion there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE (Independent Case Examiner of The Dispute Service) for adjudication All parties agree to co-operate with any adjudication
- 3 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected
- 4 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 IC they must accept the decision of the ICE as final and binding
- 5 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 you or the Agent 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 the Agent
- 6 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

If 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

AGREEMENT

Retain this copy for reference and the attached copy must be received by Charles Harding before rental payment can be made to you at the commencement of a Tenancy on the Property

I / We confirm that we have read the attached Agreement – Conditions and Terms of Business

I / We accept the Conditions and Terms of Business and appoint Charles Harding Lettings and Property Management as Agent to act as my/our Agent and to undertake the letting of:

Property Address _____

Post Code _____

In the letting of the above property I/we require the following service:

LETTING ONLY SERVICE (1) *

LETTING AND RENT COLLECTION SERVICE (2) *

FULL MANAGEMENT SERVICE (3) *

* Please delete as appropriate

I/We instruct Charles Harding Lettings and Property Management to prepare an Inventory

YES / NO (delete as appropriate)

I/We confirm that we are the sole/joint owners of the property:

Landlords(s) full name(s)

Signed (If the property is jointly owned all parties should sign)

Date _____

Acceptance and Variation

Charles Harding Lettings and Property Management as Agent may vary the Terms and Conditions of this Agreement at any time or times but only by prior written notification