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TERMS & CONDITIONS

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www.nicholasgeorge.co.uk

TERMS & CONDITIONS (please read carefully. This is a binding contract)

This agreement is made between the Landlord of the Property (as named at the end of this agreement) and Nicholas George Ltd acting as agent for the Landlord and hereinafter referred to as "The Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered.

By signing these terms you confirm that:

- You have sought permission from your lender to let this property
- Your service charge and ground payments are up to date if necessary
- You do not have any arrears on your mortgage account for this property

I/we have read and accept the following terms & conditions and confirm that Nicholas George Ltd can proceed with the rental of this property. I agree to pay all fees as appropriate. I also certify that the above property complies with current health and safety regulations.

I wish for Nicholas George Ltd to undertake the following service: (please circle)

Managed

**** Let only**

***If at the point of letting your property we have not received your instruction regarding a) the deposit scheme options b) a copy of the current gas certificate c) an energy performance certificate, then Nicholas George Ltd reserve the right to organise this on your behalf and pass on the cost.*

GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the Property and that he has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties of property management. The Landlord also agrees that the Agent may take and hold deposits on behalf of the Landlord. It is declared that the Agent may earn commissions on insurance policies issued.

STANDARD OF PROPERTY:

The Landlord warrants that the Property is made available in a clean & tidy condition and the fabric of the building shall be in good repair prior to the property being advertised for let. Beds, sofas and all other soft furnishings must all conform to the current fire safety regulations.

MAINTENANCE:

The Landlord agrees to make the Agent aware of any ongoing maintenance problems. For tenancies less than 7 years in duration, the Landlord is responsible for the structure and exterior of the property, heating, hot water, sanitary installations and electrical wiring at the property. Under our management service, unless agreed in writing we will instruct our own contractors to carry out necessary maintenance or repairs up to an estimated value of **£150 per job**. It is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the Landlord, the Agent may exceed the limits specified. The Agent endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

SAFETY REGULATIONS:

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the type of any furniture and soft furnishings that are also provided. The following regulations apply:

Furniture and Furnishings (Fire)(Safety) Regulations 1988

Gas Safety (Installation and Use) Regulations 1994

Electrical Equipment (Safety) Regulations 1994

Legislation issued by the Health & Safety Executive requires that all the gas appliances in the property are in full working order and carry a current

Landlords Gas Safety Certificate.

For all properties Nicholas George Ltd require a copy of the certificate and the tenancy cannot commence without it.

This gas safety check legally has to be carried out every 12 months by a Gas Safe Register approved engineer. For managed properties the Agent shall offer our services to ensure that all relevant equipment is checked at the beginning of the tenancy and every year thereafter. The Landlord agrees to indemnify the Agent against any expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards. We also strongly recommend that smoke alarms & Carbon Monoxide detectors are fitted in your property.

COUNCIL TAX & UTILITIES:

We will inform the relevant utility companies and the local authority of the new Tenant/s for the property and it is then the Tenant's responsibility to pay the Council tax, water rates, gas and electric. The telephone and any related bills are similarly the Tenant's responsibility, but you will need to inform BT/Cable or your telephone provider that the property is to be let.

Landlords should be aware that where a property is empty or let as a house in multiple occupation (HMO), responsibility for payment of council tax then rests with the owner of the property.

Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail and you should set up a postal forwarding service for this purpose.

LIST OF CONTENTS/INVENTORY:

It is desirable to have a detailed inventory of your property.

Nicholas George Ltd will produce a simple list of contents of the property for submission to, amendment by, and approval of the Tenant. Should the Landlord wish, he may prepare a more detailed inventory stating both the contents and their condition for the tenant's approval. We recommend using an independent professional inventory clerk and can organise this on your behalf. A charge will be made for their services depending on the size of the property. This will include a full schedule of condition, without which it will be difficult to rule in favour of the Landlord in the event of a dispute under tenancy deposit legislation.

TENANCY AGREEMENT:

All our Tenancy Agreements are validated on a legally Assured Shorthold

Tenancy Agreement as detailed under part 1 of the Housing Act 1988. (Including 1996 revisions) The Tenancy would be for a fixed term of your choice, normally subject to a minimum of six months, with a facility to extend the Tenancy if so required. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

Notice of Possession (Section 21 of the Housing Act 1988) protects the Landlord's right to repossess the property. A Tenant is required to have two months notice served upon him in the prescribed form. If all the conditions have been met and complied with within the proper time, possession is granted.

COLLECTION OF FEES:

The let/set up fee will be levied at the outset for taking references and arranging the tenancy. The standard fee for management is taken monthly as a percentage of the gross rents due for the period of the tenancy. We will endeavour to credit your account within 10 working days from the day we receive the rent from your tenant. Although the aim is to take every care in managing the property, Nicholas George Ltd cannot accept responsibility for non-payment of rent or other default by tenants, or any associated legal costs incurred in their collection. An insurance policy is recommended for this eventuality.

MULTI AGENT INSTRUCTION/ABORTIVE FEE:

If you decide to use more than one agent to try to let your property, it is your responsibility to inform us immediately if another agent takes a deposit. If you do not inform us and we continue to carry out viewings and subsequently find a tenant, then you will be charged our minimum let fee of £325+vat. If after agreeing a let (whether verbally or in writing) you change your mind and pull out, then you will be charged our minimum let fee of £325+vat.

RESERVATION FEES:

A holding fee is taken from a Tenant applying to rent a property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect us against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable.

INSPECTIONS (MANAGED PROPERTIES):

In order to ensure that your property is being looked after, we carry out an initial inspection approximately 6 weeks from the start of the tenancy. Inspections are then carried out approximately every 4 months. Following each inspection a written report is sent, highlighting the general condition of the property and any problems that may need to be addressed.

OVERSEAS RESIDENTS:

If you are going overseas you are required to notify the Inland Revenue, who will issue us with an exemption certificate allowing us to pay your rent to you gross. Forms can be downloaded from the web address www.inlandrevenue.gov.uk/cnr

Without this certificate, the Agent is obliged by the Taxes Management Act (TMA) 1970 (or under similar powers of any future tax legislation) to deduct tax at the basic rate to cover any tax liability. Reasonable administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities. **Nicholas George Ltd insist upon receiving an NRL certificate.**

INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the property is let.

INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the Agent in writing.

LEGAL PROCEEDINGS:

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial

actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor would then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, in which case the Agent is authorised to instruct a solicitor on the Landlord's behalf).

The Landlord is responsible for payment of all legal fees and any related costs.

TERMINATION OF MANAGEMENT SERVICE:

This agreement may be terminated by either party by way of two months written notice.

The Landlord shall provide us with any requirements for return and

repossession of the Property at the earliest opportunity. Landlords should be aware that any Tenancy Agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any Tenancy Agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to Tenants under assured Tenancies is two months and this must be given even in the case of a fixed term Tenancy which is due to expire.

HOUSING ACT 2004 – TENANCY DEPOSIT PROTECTION:

The Government under the Housing Act 2004 have introduced new legislation that is designed to protect Tenant deposits. This will be applicable for all new or renewed Assured Shorthold Tenancies from the 6 April 2007. It is a legal requirement for all Tenant deposits to be held within a Government recognised Scheme for new or extended Tenancy Agreements.

There will be penalties against Landlords who do not comply with the legislation after 6 April 2007. Where a Landlord has not placed the deposit into an approved scheme, the Tenant can apply for a court order requiring the deposit to be safeguarded. If the court is satisfied that the Landlord has failed to comply with the legislation, the court will order that the Landlord must pay the deposit into a scheme. The court may also order that the Landlord pay the Tenant an amount equivalent to three times the deposit amount within 14 days of the order being made. Also, the Landlord will not be able to recover the property using a standard Section 21 Notice for possession.

Managed Properties

Nicholas George Ltd has subscribed to The Custodial scheme (DPS) below and any properties **managed by ourselves** will now be automatically included within this scheme at no extra cost.

Let Only Properties

As a let only landlord, we would recommend the following scheme:

The Custodial Scheme (DPS)

Run by an appointed government agent (Deposit Protection Service).

The deposit is paid to the government deposit account. If you choose to use this scheme, there are 2 options:

Option 1) Register to join the DPS yourself.

The DPS scheme is free to the Landlord as it will be funded from the interest earned from the fund. Payment must be made to DPS within 30 days of receiving the deposit. You must register for this scheme at: www.depositprotection.com Following receipt of the deposit, the DPS will provide confirmation and details of the protection scheme. *We will require proof of membership of this scheme before we pay over the deposit to you to register yourself. We will also require a copy of the deposit certificate post registration.*

Option 2) We register your tenants deposit on your behalf.

Nicholas George Ltd would be happy to register your tenants deposit with DPS on your behalf. To do so, we would make an administrative charge of £30+vat. As a Let only landlord, you would be responsible for the moving out of the tenant at the end of their tenancy, and agreeing any stoppages from deposit with them. We will require written notice from you informing us of the decision yourself and your tenant have reached with regards to their deposit before any deposit can be returned.

There are also a number of other schemes such as 'Tenancy Deposit Solutions Ltd', which you are also welcome to look into.



We are corporate members of the National Approved Letting Scheme (NALS). This means that we are bound by the professional Standards of the association and all Landlord and Tenant monies are handled strictly in accordance with regulations laid down by the association. We hold Professional Indemnity Insurance and Client Money Protection insurance.

OUR SERVICES

LET ONLY SERVICE:

This service is designed to find a suitable Tenant. The moving in and initial administration will be carried out by Nicholas George Ltd, leaving the management of the property to the Landlord.

This service includes:

- Initial rental assessment
- Advertising on our company web site and also numerous large National web sites including Rightmove.co.uk Primelocation.com and Zoopla.co.uk
- Property lists and window displays at our office
- 'To Let' boards at the property if required
- Escorted viewings
- Comprehensive referencing service and full credit check
- Preparation of a list of fixtures and fittings (or additional full professional inventory at additional cost)
- Preparation of the Tenancy Agreement
- Collection of initial rent and deposit
- Informing Utility companies and Council Tax of new Tenancy
- Full move-in procedure

After the Tenant has been moved in, the management of the property will become the responsibility of the Landlord (i.e. rent collection, maintenance, tax requirements). **The Landlord will also be responsible for the moving out of the Tenant at the end of the tenancy.**

MANAGED SERVICE:

This service is designed to remove the potential hassles involved with maintaining a Tenanted property. You will have the additional convenience and reassurance that all maintenance and administration will be dealt with on your behalf.

This service includes all the benefits of the Let Only service **plus:**

- Rent will be collected monthly, fees retained and the balance paid by BACS transfer directly to the Landlord's nominated bank account.
- Monthly statement of account, including full breakdown of fees and any relevant invoices.
- Regular Property inspections carried out approximately 6 weeks following the start of the tenancy and then approximately every 4 months thereafter.
- Organisation of property maintenance. We will inform you of any major works that are to be carried out.
- Service of repossession notice if needed.
- Moving out the Tenant and dealing with any stoppages from deposit.
- Arranging any remedial works/refurbishment between tenancies.

PROFESSIONAL FEES

LET ONLY SERVICE

Letting fee: 60% of first months rent
(minimum charge £325.00)

Registering Tenants
deposit on your behalf: £30.00

MANAGED SERVICE

Letting fee (first time): 50% of first months rent (minimum
charge £325.00)

Letting fee (each
subsequent time): 33% of first months rent (minimum
charge £175.00)

Management fee: 10% (gross) of each months rent

OTHER CHARGES (BOTH SERVICES)

Extension fee-contract
renewal: £50.00

Energy Performance
Certificate: £75.00

Written valuation for
mortgage purposes: £35.00

Independent professional
Inventory: £POA

**All prices subject to VAT at the current rate*

LANDLORD INFORMATION

Name:

Email address:

Contact Telephone numbers:

Correspondence Address:

Bank:

Account Name:

Account Number:

Sort Code:

Will you be resident overseas? If so, details of NRL certificate:

PROPERTY INFORMATION

Address & Postcode of property to be let:

Council tax banding:

Water supplier:

Electric supplier:

Gas supplier:

Alarm code:

Parking space number (if applicable):

Building Access codes:

Current tenant name/phone number (if applicable):

Telephone company:

Broadband supplier:

Block Management name/number (if applicable):

Buildings insurance company:

LANDLORDS GAS SAFETY CERTIFICATE

- Copy of Landlord's gas safety certificate enclosed (**tenancy cannot proceed until this is in place**)
- I authorise Nicholas George Ltd to organise a Landlord's gas safety certificate initially and on an annual basis (**Managed properties only**)

ENERGY PERFORMANCE CERTIFICATE

- I will provide my own Energy Performance Certificate (**we require this at the point of advertising**)
- I authorise Nicholas George Ltd to carry out an Energy Performance Certificate on my behalf and **enclose at cheque payable to Nicholas George Ltd for £90.00** for this purpose.

DEPOSITS (LET ONLY LANDLORDS)

- I will join/have joined DPS and will register my Tenants Deposit myself. I will also provide proof of joining the scheme.
- I authorise Nicholas George Ltd to register my Tenants deposit with DPS on my behalf and agree to pay £30+vat.
- Other (please provide details)

INVENTORY

- I authorise Nicholas George Ltd to compile a basic list of fixtures and fittings.
- I authorise Nicholas George Ltd to instruct a professional inventory clerk and agree to pay necessary costs.

OTHER INFORMATION

Please provide any special instructions below (preferred contractors, details of any British Gas Service agreements, etc):



www.nicholasgeorge.co.uk



SAFE - Safe Agent Fully Endorsed
- is a mark denoting firms that
protect landlords and tenants
money through client money
protection schemes

Opening Hours:

Mon-Thurs: 9am-5.30pm

Fri: 9am-5pm

Sat: 9am-2.30pm

Sun: Closed