

Management Agreement



Property and Landlord Information

Property Address: (please print):

_____ Post code _____

I confirm as the owner (s) of the above property that I have read the following terms and conditions as supplied by Austin Rees Lettings (the Agent) and hereby confirm that I agree to the following service/s:

Landlords' full names (please print):

1) _____

Tel nos. _____

Email: _____

Fax no. _____

2) _____

Tel nos. _____

Email: _____

135/137 Dyke Road, Hove, East Sussex BN3 1TJ.

Tel: 01273 760007 • lettings@arlets.co.uk • arlets.co.uk

AR Lettings is a trading name of Austin Rees Limited, registered number 3109319.

Registered Office: 135/137 Dyke Road, Hove, East Sussex, BN3 1TJ.



Landlords' home addresses (please print):

1) _____

_____ Post code _____

2) _____

_____ Post code _____

Landlords' Solicitor's Details (please print):

Name: _____
Address : _____

_____ Post code _____

Emergency contact:

Name: _____
Tel nos. _____

We require the Landlord to:

- Obtain necessary consent to any letting from any mortgage company.
- Obtain necessary consent to any letting from the freeholder.
- Effect his/hers own insurance in all aspects to inform his/hers insurers of the property or effects. We will not be held responsible for arranging or renewing any policy.

If the property is leasehold, consent must be obtained to sublet (please print):

Agent/Freeholder: _____

Address : _____

_____ Post code _____

Mortgage Company (please print):

Tel no. _____

Mortgage reference or account number no. _____

Buildings Insurance Company (please print):

Amount of cover: £ _____

Renewal date: _____

Contents Insurance Company (please print):

Tel no.: _____

Policy number: _____

Renewal date: _____

Please tell us where you would like the rental income sent (please print):

Bank/Building Society: _____

Name of Account: _____

Sort code: _____ Account no. _____

Accountant details if applicable (please print):

Company name:

Contact name: _____

Tel no.: _____

Email: _____

Managing Agent details if applicable (please print):

Are there any restrictive covenants related to the property, as detailed within your lease:

Please provide details of any appliance in the property that has current service contracts/guarantee?

1. Termination of this agreement.

- 1.1 The Agents appointment (if any) as Full Managing Agents shall continue for a period of six months from the commencement date and thereafter from month to month.
- 1.2 The Agents may at any time terminate such appointment as Full Managing Agents on one months notice (whether during the initial letting period or not) and the Landlord may terminate same at any time after the initial letting period on one month's written notice.
- 1.3 The Agents appointment as Letting Only Agents shall continue until determined by either party giving one month's written notice to the other, subject to the rights of the Agents to be paid commission on extensions or renewals of the tenancy hereof provided that any letting effected or tenant introduced during such period of notice shall still entitle the Agent to be paid commission thereon as if such Notice had not been given.
- 1.4 Further in the event that either party terminates the appointment of the Agents hereunder (in either capacity) it shall be without prejudice to any claim by either party against the other in respect of any monies due or any antecedent breach of the terms hereof or in respect of any claim hereof which clauses shall continue in force notwithstanding any termination of the Agents appointment hereunder.
- 1.5 In the event that the Landlord wishes to terminate the tenancy, prior notice of nine to ten weeks must be given to the Agents.

2. Rental monies and arrears.

- 2.1 All short hold agreements are set from the 1st of the month, which enables us to control arrears more efficiently.
- 2.2 Although every care is taken to ensure Tenants' payment of rent, circumstances may arise to the Tenant/s or Guarantor/s such as redundancy, accident, illness, divorce or even death which may prevent payment. For your protection we recommend the following policy:

FCC Paragon: Smart rental protection

A 6 month Smart Rental Protection warranty which covers loss of rent up to £3,000.00 per month and legal expenses authorised or incurred by FCC Paragon, including court costs to obtain vacant possession after non-payment of rent.

3. Property Sales

- 3.1 We agree that in the in the event that any tenant introduce by AR Lettings should agree to purchase the property there shall be an introduction fee from the proceeds of the sale of 1% +VAT.

4. The Tenancy Deposit.

- 4.1 Austin Rees 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 431 123

- 4.2 If we are (the Agent) is instructed by You (the Landlord) to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.
- 4.3 The Agent holds tenancy deposits as Stakeholder throughout the tenancy.

4.4 If you (the landlord) decide to hold the deposit yourself, we will transfer it to you within days of receiving it. You (the landlord) must then register it with another Tenancy Deposit Protection Scheme with a further 9 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you the landlord in the County Court. The Court will make an order stating that you the landlord must pay the deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you the landlord to pay compensation to the tenant of an amount equal to three times the deposit. You the landlord will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the Court will not grant you the landlord a possession order. We the agent has no liability for any loss suffered if you the landlord fail to comply.

Or

If you, the landlord, decide to hold the deposit and the tenancy is an Assured Short hold Tenancy you the landlord must specify to us the Agent prior to the start of the tenancy under which other Tenancy Deposit Protection Scheme the deposit will be covered.

If the deposit is covered by Tenancy Deposit Solutions you the landlord must provide proof of membership, together with a copy of the insurance policy before the deposit can be released. If the deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme, we the agent will forward the deposit to the DPS and register the details of the tenancy.

5. Tenancy Deposit Scheme – end of tenancy

- 5.1 If there is no dispute we 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 Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.
- 5.2 If, after 10 working days following notification of a dispute to the Agent/Member 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 (subject to 5.3 below) be submitted to the Independent Case Examiner (ICE) for the Dispute Service for adjudication. All parties agree to co-operate with any adjudication.
- 5.3 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 the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 5.4 The statutory rights of either you the landlord or the tenant to take legal action against the other party remain unaffected.
- 5.5 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 ICE, they must accept the decision of the ICE as final and binding.
- 5.6 If there is a dispute we 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 we want to contest it. Failure to do so will delay the adjudication but the Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.
- 5.7 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.

6. Incorrect Information - Warranty from Landlord to Agent.

6.1. The Landlord warrants that all information provided to the Agent is correct to the best of their 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.

7. At the end of the tenancy.

7.1 The Agent must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit.

7.2 If there is no dispute the Agent will keep or repay the deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the deposit or any balance of it will be made within 10 working days of the Landlord and the tenant agreeing the allocation of the deposit.

7.3 The tenant should try to inform the agent in writing if the tenant intends to dispute any of the deductions regarded by the landlord or the agent as due from the deposit within 20 working days after termination or earlier ending of the tenancy and the tenant vacating the property. The ICE may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute my refuse to adjudicate in the matter.

7.4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and Tenant over allocation of the deposit the dispute will (subject to the next sub-clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

7.5 If the amount in dispute is over £5000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement 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 Directors of the Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

7.6 The statutory rights of the landlord and the tenant to take legal action through the County Court remain unaffected by sub-clauses 7.1-5 above.

7.7 If the Agent is required to attend court we will charge a daily fee to be agreed in advance.

8. Everyday repairs and maintenance - Included in Full Management Service.

8.1 We will instruct a contractor to quote for any repairs.

8.2 Any works in excess of £500 will be deemed as major works and we will apply a 12% supervision fee (inc VAT).

9. Copies of statements and other financial reports

9.1 If you require copies of statements or other financial reports we will make a charge for each copy.

I/We confirm as the owner/s of the above mentioned property that I/We have read the above terms and conditions as supplied by AR Lettings (a trading name of Austin Rees Limited) and hereby authorise Austin Rees to sign the Assured Shorthold Tenancy Agreement on my/our behalf.

Name (please print): _____

Signature: _____

Name (please print): _____

Signature: _____

Date: _____

Level of service required:

AR Lettings offer landlords two levels of service. Please tick the box indicating the level of service you would like AR Lettings to provide and sign in the area below:

Full Management Service - fees of 7% + VAT of rent collected plus one week's rent set up fee.

Our full management service includes:

- Valuation
- Marketing the property
- Expert Tenant referencing
- Tenancy Deposit Service
- End of term
- Moving tenants in
- Rent collection
- Everyday repairs and maintenance
- Making sure its legal
- Vacant property care

Letting Only Service – fees are equivalent to two week's rent + VAT (calculated at £ per week) or minimum £474 (inc VAT)

- Valuation
- Expert tenant referencing
- Moving tenants in
- Marketing the property
- Making sure its legal

Signed: (by owner/s)

1) -----2) -----

Date: -----

- If the initial letting period is for part only of the year, then said commission shall be based upon such period, with a minimum of six-month period.
- If for any reason the Agreement is terminated by either party then no letting commission or part thereof shall be returnable to the Landlord even if the termination takes effect during any period of any Tenancy Agreement, or any extension of any Tenancy or otherwise.