



Prospect House, 3a St Thomas Place, Ely Cambs. CB7 4EX

RESIDENTIAL LETTINGS AND PROPERTY MANAGEMENT

AGENCY AGREEMENT

TERMS AND CONDITIONS



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 or Citizens' Advice Bureau before signing.

I/we hereby appoint David Clark & Co (Ely) Ltd to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of

Tenancy Term

The property will be marketed and advertised at a calendar monthly target rent of **£_____ exclusive**, in accordance with the Housing Act 1988. The Tenant shall be responsible for all other services.

Fees and Commissions

Option One: Full Management

I/we agree to pay a fee equating to 10% + VAT of each months rent. Plus a reduced rate inventory of £70 + VAT (£84.00 inclusive) applicable with each new tenancy drawn up.

Option Two: Introduction of Tenant Only (no Management)

I/we agree to pay a fee of 50% of one months rent + VAT. Plus an inventory charge of £90 + VAT (£108.00 inclusive) applicable with each new tenancy drawn up.

Both full management and introduction only incur an annual charge of £25.00 + VAT (£30.00 inclusive) as a contribution to audit charges required by our ARLA and NAEA membership. NB This is a one-off charge for each introduction in respect of 'introduction only'.

Tenant Fee Ban – 1st June 2019 onwards.

From this date we will, by law, be unable to charge tenants for providing the tenancy documentation, administration associated with dealing with the rent deposit, referencing (credit status, previous landlord etc.), tenancy renewal administration and guarantor arrangements / referencing.

We recommend that referencing still takes place, but we will now have to charge you the landlord for this.

We have 2 options:

1. We charge you £190.00 plus VAT to cover everything other than the check in / check out inspection charge each time a tenancy changes.
2. We increase our monthly management fee by 1.5% plus VAT.

If a tenancy remains in place for more than 1 year then option 1 is most cost effective

If the tenancy changes more than once then option 2 is most cost effective.

If the tenancy is non-managed then option 1 applies

NOTICE OF THE RIGHT TO CANCEL

Where this agreement is signed at your home/office you have a right under 'The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008' to cancel this agreement within **14 days** starting the day from when you received this notice. You may exercise this right to cancel if you wish by delivering or sending the attached cancellation notice to David Clark & Company at the address shown on page 1. Any cancellation notice you send us will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent.

PERFORMANCE OF THE AGREEMENT

You hereby authorise us to immediately begin marketing the property and (where applicable) carry out any additional Service Marketing Package that is agreed to. Should you exercise the right to cancel the agreement you will be liable for reasonable expenses incurred before the cancellation. Should any additional Service Marketing Package be delivered prior to cancellation or a sale be agreed prior to cancellation and result in contracts being exchanged, or a buyer introduced by us, exchanges unconditional contracts for the sale of the property with you the marketing fee and/or fees would be due, notwithstanding the cancellation took place. If you wish to cancel you may use the cancellation notice form provided, but you do not have to.



.....

CANCELLATION NOTICE

If you wish to cancel the agreement you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you are not obliged to do so.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE AGREEMENT.**

To: (insert name of agent)

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) agreement : Property Address:

.....

I/We (delete as appropriate) understand that I/We (delete as appropriate) may be liable for the expenses/fees as outlined within the agreement.

Signed Signed

Name(s)

Address

Date

David Clark & Co (Ely) Ltd recommend that you select Full Management, especially if you have no or little knowledge of the Housing Act and legal notices, requirements and obligations.

Payments

I/we authorise payments to be made directly into the account whose details are given below. **I/we** acknowledge that this payment method is to be set up by David Clark & Co (Ely)Ltd at no expense to **myself/ourselves**. *David Clark & Co (Ely) Ltd will endeavour to release the landlord payment within 3 working days of receipt from the tenant.*

BANK:.....
SORT CODE:.....
ACCOUNT NAME:.....
ACCOUNT NO:.....

Statement of Payment

David Clark & Co (Ely) Ltd will provide a statement of payment in sequence with every payment made to the landlord. If you provide an email address this statement can be sent to that address.

Cancellation Charge

In the event this agreement is cancelled **during the period of a tenancy or after a suitable tenant has been found** then the charge will be equal to the greater of either:

- 1. The Management fees due to the end of the tenancy agreement or subsequent extensions of the agreement.**
- 2. The arrangement fee in full.**

Arbitration

Should a dispute arise between myself (the Landlord) and the tenant, **I/we** hereby agree to let David Clark & Co (Ely) Ltd act as arbitrators and agree to abide by their decision.

Fees and Commissions

Fees are due and payable immediately on a tenant entering into a Tenancy Agreement with the Landlord. It is agreed that David Clark & Co (Ely) Ltd will deduct such fees due from rent monies collected.

Should the property at any time be sold to the tenant, but not through David Clark & Co (Ely) Ltd, the Landlord will be liable to a charge of 0.5% of the total sale price plus VAT.

Suitable Tenants

David Clark & Co(Ely) Ltd will accept a tenant on any of the following:

1. A tenant has been fully referenced and credit checked by us or a similar referencing company or organisation.
2. A tenant has agreed to pay 6 months rent in advance if they are unacceptable under Option 1.
3. The landlord has accepted a tenant on different terms agreed in writing with David Clark & Co Ltd.

Residence/Domicile

In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the Financial 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 David Clark & Co (Ely) Ltd.

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.

Deposits

Deposits taken from tenants are held by David Clark & Co (Ely) Ltd as Stakeholder and registered with the Tenancy Dispute Service (TDS). Deductions can only be made from this deposit once a claim against it has been substantiated by the TDS / David Clark & Co (Ely) Ltd and, when appropriate, valid receipts have been obtained.

Disputes arising as a result of a claim against deposit money held are subject to arbitration as outlined in this agreement.

Legal & Recommended Requirements

It is illegal to let the property until we have been issued with current safety records:

- a. **Legal - Gas Safety Certificate (installation and Use) Regulations 1994.** I/we accept that gas appliances and installations must be checked and found to be safe by an approved Gas Safe Register™ registered engineer annually. I/we undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations annually.

- b. **Recommended - 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. I/we acknowledge that the appliances must be checked each time a new tenant goes into the property and agree to ensure a suitably qualified contractor is instructed to do so annually. We can arrange this for you - please ask for a quotation.
- c. **Legal - Smoke Alarms / Legal - Carbon Monoxide Detectors.** I/we hereby acknowledge that smoke alarms and carbon monoxide detectors are installed at the property. I/we shall be responsible for ensuring that they are fully functional and fitted with new batteries (unless hardwired) before a new tenant moves into the above mentioned property.
- d. **Legal - Furniture and Furnishings (Fire) (Safety) Regulations 1993.** All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements that 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.
- e. **Recommended - Television and Telephone.** The landlord needs to provide the tenant with a TV aerial along with a minimum of 1 telephone point.
- f. **Legal - The Disability Discrimination Act 1995.** David Clark & Co Ltd on their part or acting for any Landlords obviously cannot discriminate when choosing tenants who may be disabled and therefore a Landlord may be asked to make adequate alterations to their property to comply with this act.
- g. **Energy Performance Certificates (EPC)** It is a legal requirement that before a property is marketed it either has an EPC or one is ordered. We can arrange this for you at a cost of £75.00 + VAT (£90.00 inclusive)

The above-mentioned regulations are subject to change and I/we accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. I/we except that David Clark & Co (Ely) 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 the property. I/we hereby agree that this does not make David Clark & Co (Ely) Ltd responsible for doing the work and agree to meet all costs incurred ensuring the tenancy complies with legislation.

Utilities/Bills

David Clark & Co (Ely) Ltd will ensure that all tenants entering the property sign an agreement to pay all bills relating to their use of the property. In the event of any dispute or bills left unpaid, David Clark & Co (Ely) Ltd will clarify all details with the

relevant utility company/council etc. Please ensure all relevant utility companies upon your/your tenants vacation of the property in order to remove yourself/themselves from the liability of bill payment. David Clark & Co (Ely) Ltd cannot be held liable for any action taken against a landlord by a utility company.

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 file/computer.

Definition

Landlord – the person who, by signature hereunder, instructs David Clark & Co (Ely)Ltd to act as letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

Keys

If the property is managed please provide David Clark & Co (Ely) Ltd with 3 sets of main keys. If 'Tenant Find' only please supply 2 sets of keys.

We will require all keys for the property including front, back & side door, garage, meter cupboard, windows, outhouse/shed, gate or any other key your property may have.

I/we have read and understood the terms and Conditions stated herein and duly name David Clark & Co (Ely) Ltd as Letting Agents. We select option 1 / we select option 2 in respect of referencing charges. (delete as appropriate)

Signature of Landlord(s).....

.....

Print Name (s).....

.....

Dated.....

Correspondence Address.....

.....

.....

E-Mail Address.....

Contact Telephone Nos.....

Viewing Arrangements.....

Other Relevant Information

.....

.....

Updated/amended: 06/2019

Right to Cancel – Please see this section: [Cancellation Notice](#)

We are members of The Property Ombudsman scheme – their website can be reached from this link: <http://www.tpos.co.uk/>

All tenancy deposits are registered with the TDS ([Tenancy Deposit Scheme](#)) and held by them in their custodial scheme

