



BRADGATE
LETTINGS

TERMS OF BUSINESS AND LETTING SERVICES FOR LANDLORDS



Bradgate Lettings is different from other agents. From our modest beginnings in 1992 with, two people and lots of big ideas, we have become one of Leicestershire's largest independent letting agents. Today, our family run business boasts excellent customer service and a reputation for getting results.

ALLOW US TO INTRODUCE OURSELVES



Leigh Nethercot
MARLA

Linzi Conner

Adrian Wray
MARLA

Andy Lockwood
MARLA

Mandy Nethercot

We have many years of experience in letting and managing residential and commercial properties throughout Leicestershire and the surrounding counties.

We can provide advice on choosing or refurbishing a property suitable for letting.

We can also advise you of the anticipated rent for your property, the types of Tenancies available and insurance products to protect your investment, as well as being able to discuss tax implications and safety requirements.

Our dedicated property professionals are trained to provide a first class service to you, so that you can leave your property in our safe hands.

Bradgate Lettings are regulated members of ARLA, who ensure we provide a high standard expected by Landlords and Tenants.

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OVERVIEW

You are entering into an agreement with:

Bradgate Property Management Limited trading as Bradgate Lettings or any subsequent subsidiaries or trading names.

■ Registered Office and Trading Address:

Bradgate House, Eva May Buildings, Windsor Street, Burbage, LE10 2EE

■ We trade as a limited company registered at Companies House Registration Number: 5999447

■ Our VAT number is: 705195836

■ We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: D03410

■ These terms of business will over-ride any previous terms of business with Bradgate Lettings in their entirety, unless stated otherwise.

■ This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have the exclusive jurisdiction in respect of any dispute under it.

■ Any legal proceedings to be served in respect of this agreement, which are to be served outside the jurisdiction, shall be deemed to be sufficiently served if they are sent by ordinary first class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

■ The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the agreement, or any act of parliament, to the other party by 5pm, to the last known address of the other party, the documents or notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and bank holidays; or if any documents or notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and bank holidays. The address for service for the Landlord will be the contact address specified in this agreement and the address for service for us will be; Bradgate House, Eva May Buildings, Windsor Street, Burbage, LE10 2EE.

■ We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

■ The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

■ Termination

Either party has the right to terminate this agreement in writing by giving 3 months notice.

If we break any important term of condition of this agreement during the term of an occupancy agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied.

If you are in major breach of any of the terms contained in this agreement, or if you do or do not do something which makes it impossible, impractical or illegal for us to continue to perform our obligations under this agreement.

Either party carries out or suggest that the other should carry out any form of unlawful discrimination.

If we terminate this agreement for any reason you will remain liable for our commission at the agreed rate for the duration of the notice period and for any fees or costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

We reserve the right to assign our rights or obligations under this agreement upon giving you one month's written notice.

The Terms of Business may only be varied if agreed between the Landlord and the agent and confirmed in writing by both parties

OVERVIEW

■ Data Protection Act 1998

In order to comply with the Data Protection Act 1998 (to prevent any unauthorised access to or use of personal data) we have the responsibility to keep your information and that of any tenant or occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required to do so by law; or to pass on to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

■ Interest on client monies and commission

Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.³

■ Money Laundering

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we **MAY** require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A:

Full passport
National identity card
Full driving licence
Cheque (please mark this as "void")

List B:

Council tax bill
Utility bill
Mortgage statement
Bank statement
Credit or charge card statement

If you are a public limited company, we will require a certified copy of the Certificate of Incorporation. If the company is not quoted, we require certified copies of any two of the following documents:

'Memorandum and Articles of Association'

'Certificate of Incorporation'

A set of your latest accounts

The most recent annual 'Companies House' return

In addition, we need proof of identity and residence of one of the directors of the company.

■ Protecting client's money

As members of ARLA, we are duty bound to protect all money held on behalf of our clients. Whether your money is held in our ring-fenced client account, or that of our management team, your money is fully protected. In the unfortunate event that any rent, deposit or other client funds are misappropriated, then the NFOPP will consider an application to compensate you. The Client Money Protection (CMP) Scheme will compensate an applicant (Landlord, Tenant or Management Company) up to a limit of £25,000. However, landlords are limited to a maximum of three months' rent. The total maximum payable in respect of a member company would be £500,000. In any one year, the scheme has a limit of £3million. The length of time that an application takes to be completed will depend on the information provided to us by the applicant and the circumstances of the application. NFOPP will endeavour to complete the process as quickly as possible but it is not always within our control. To make an application for compensation please complete our CMPS Application Form (editable PDF) and email it to

cmpapplications@nfopp-regulation.co.uk

Alternatively you may send your correspondence by post to the following address:

CMP Applications, NFOPP, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG.

LET ONLY SERVICE

Securing you a tenant for you to look after for the duration of the Tenancy

The letting fee is £700 inc VAT per let (£583.33 plus VAT)

Our standard letting fee for finding you a tenant is payable upon the commencement of the tenancy for your property. Our Let Only Service is the basic service available from Bradgate Lettings and will a quality tenant is secured for your rental property as quickly as possible.

Renewal tenancies (either fixed term or periodic) are not managed by Bradgate Lettings.

Range of Services

- An initial visit to your property by an experienced lettings professional resulting in an accurate assessment and market appraisal of your property.
- Advice on regulation and legal aspects of lettings.
- Advice on strategic marketing to present your property including impartial advice on property presentation and refurbishments.
- Prominent property display and current industry information on Bradgate Lettings website and multiple online property portals.
- Display prominent 'To Let' and 'Let By' boards.
- Select registered applicants who fit your tenant criteria.
- Accompanied viewings by a member of our experienced lettings team.
- Bradgate Lettings will inform you of appropriate offers and will negotiate with prospective tenants in accordance with your instructions
- Outsourcing to Let Alliance to reference prospective tenants.
- Drafting of tenancy agreement and relevant documentation and getting it signed on commencement of the Tenancy.
- Holding of the tenant's deposit in the capacity of Stakeholder and registering it with the TDS.

Let Alliance First Floor Dodleston House, Bell Meadow Business Park, Park Lane, Pulford, Chester, CH4 9EP
Registration Number: 7338620 VAT Registration number: 996824844

Let Alliance Ltd is an appointed representative of Advent Solutions Management Ltd who are authorised and regulated by the Financial Conduct Authority, No. 308751

RENT COLLECTION

Designed to cover all aspects of the money process, checking and chasing, so you don't have to

The letting fee is £600 inc VAT per let (£500 plus VAT)

Rent collection is 5% plus VAT (6% inc VAT) of the rent

In addition to all of the care we take under our Let Only Service, the Rent Collection Service is designed to cover all aspects of the money process, so that you do not need to keep checking your bank account to see if the rent has been paid, or chase up late payments, send receipts, keep track of statements, bill payments, invoices etc.

You will be informed of any rent arrears or breaches of contract brought to our attention.

However, if legal action is required you, will be responsible for instructing your own solicitor and for all the fees involved, unless you have a specific rent protection product in place.

Range of Services

These services are in addition to those listed as part of our range of services in the Let Only section.

- To ease your cash-flow, we will accept your fees paid on a monthly basis from the rent as it arrives in our account. Please note: Fees remain due for the entire period that a tenant, introduced by Bradgate Lettings, remains in your property, either on a fixed term, periodic or other tenancy type.

- Collection of rent by standing order* with rent transferred into your bank account electronically with a statement of account of rent.

- Incoming monthly rent monitored on a weekly basis and rent arrears procedure implemented in the event of non payment.

- In the event of court action being required for tenancy breaches under rent arrears, a complete log of payment history and credit control processes will be provided to your solicitor or rent protection company.

* A tenant has the right to refuse to set up a standing order payment and to choose another payment method, however, we shall encourage standing order or electronic payments wherever possible.

FULL MANAGEMENT

For total peace of mind, let the experts handle everything for you and know your property is in very safe hands

The letting fee is £450 inc VAT per let (£375 plus VAT)

Management Fee is 12% plus VAT (14.4% inc VAT) of the rent

In addition to all of the care we take under our Let Only and Rent Collection Services, the Fully Managed Service is designed to take care of everything, so that you can just get on with your busy life, watch the rent come in and know your property is in safe hands.

Range of Services

These services are in addition to those listed as part of our range of services in the Let Only section and also the Rent Collection section.

- To ease your cash-flow, we will accept your fees paid on a monthly basis from the rent as it arrives in our account. Please note: Fees remain due for the entire period that a tenant, introduced by Bradgate Lettings, remains in your property, either on a fixed term, periodic or other tenancy type.
- Serving statutory legal notices for possession in accordance with the 1988 Housing Act and presentation of prescribed information as required.
- Negotiating tenancy renewals in accordance with your instructions.
- Accurate advice from our trained and dedicated team.
- Financial annual statement for you and / or your tax advisor if requested.
- Negotiation of the deposit release to landlord and tenant.
- Co-ordination with local reputable contractors for property maintenance at competitive prices.
- Secure holding of your property float within our ring-fenced client account.
- Annual one-2-one meeting with a director of the business to discuss your Property portfolio (at your request)
- Ensure properties are fully compliant in accordance with all current legal safety obligations.
- Arrange professional cleaning at check-in and check-out subject to Landlords instructions*.
- Arrange Energy Performance Certificate (EPC) *.
- Arrange Gas Safe Gas Safety Check *.
- Arrange property schedule of condition inventory for check-in and check-out visits*.
- Scheduled quarterly property visits with report by post or email.

*Subject to additional charge and funds being available

FULL MANAGEMENT

What is included in our Full Management Service

Absolutely everything listed under our Let Only Service and our Rent Collection Service.

■ Fees

The commission is due on the rental payment received as specified in the tenancy agreement. If the tenancy is renewed or extended beyond the initial fixed term agreed period, or if an option to renew is exercised, our commission will continue to be charged at the management rate agreed for the further agreed period or periods.

■ Meter Readings

You should inform us of the names and addresses of the service providers at the property at the outset of the tenancy and we will take meter readings and notify the relevant utility providers of changes in occupier and arrange final settlement of your accounts.

It is sometimes not possible to access the meters at the outset of the tenancy and, in these instances, we will request the utility company to read the meter. Bradgate Lettings will not, however, be liable for any period where it has not been possible to confirm the meter readings.

We shall endeavour to obtain a forwarding address for your tenant at the end of the tenancy and will notify utility companies accordingly, however, we cannot accept any responsibility for unpaid utility bills at the end of the tenancy.

■ Inventory and Schedule of Condition

We will automatically arrange the preparation of a full inventory and Schedule of Condition at the outset of the tenancy and will arrange for our dedicated Inventory Clerk to check the new tenant into the property and certify all tenancy documentation in line with current legislation.

■ Deposit Dispersal

For all managed properties Bradgate Lettings will hold the security deposit as Stakeholder.

Where the tenancy is an Assured Shorthold Tenancy then the deposit shall be held in accordance with current regulations. We will act as your representative to review the check-out against the check-in and discuss with you any deductions to propose to the tenant. We shall then negotiate on your behalf. Please refer to the guidelines of the Tenancy Deposit Scheme independent case examiner for information regarding deposit dispute procedures. Should any remedial works be required, we can organise these on your behalf, subject to funds being available, with a view to you being compensated as part of the deposit release process.

■ Contractors

We shall use a particular contractor if requested by you, provided we have copies of their professional qualifications, public liability insurance and that they are readily available. We shall try to arrange a mutually convenient time for contractors to meet the tenant when attending the premises in order to undertake work on your behalf.

■ Our Liability for Contractors

All contractors, whether arranged by us or by you, are engaged on your behalf. We cannot accept responsibility or liability for them. In addition we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any, or sufficient funds, unless the loss or damage is due to our negligence or breach of contract.

■ Property Visits

We shall endeavour to visit the premises approximately every 3 months (or more frequently if requested in writing and deemed necessary by you), which will be subject to a charge of £50 plus VAT (£60 Inc VAT), provided that the tenant grants access to us. These visits are of a limited nature in order to verify the general good order of the premises and the proper conduct of the tenancy by the tenant. A visit will not constitute a complete check of every part of, or every item, in the premises, but will enable us to note any lack of repair or maintenance, which should be brought to your attention. A visit will only note repairs of which we are informed, or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

FULL MANAGEMENT

■ General Outgoings

We will pay out of rents received current outgoings such as ground rent, insurance premiums, service charges and/or maintenance charges or similar contribution to shared expense and account to you regularly. You are expected to instruct your insurance company, the local authority, the utility companies, your block managing agent etc, to send their accounts to us. Although we shall do our best to query any obvious discrepancies, it must be understood that we are entitled to accept and pay without question demands and accounts, which appear to be in order. In particular, we cannot accept responsibility for the inadequacy of any insurance cover or for the verification of service/maintenance charges demands or estimates where applicable. It is important that we receive full written instructions regarding any insurance premiums you wish us to pay.

■ Agent of Necessity

Bradgate Lettings reserves the right to undertake repairs without notice to you if you are either not available, after reasonable enquiry, or we consider the repair to be an emergency. In these circumstances, if we act as agent of necessity, you undertake full responsibility to fully reimburse us, upon demand, for any shortfall over any monies we hold.

■ Day-to-Day Management

We will deal with day-to-day management matters, including minor repairs up to a maximum figure of £250 for any one item, except in an emergency (where the risks to your premises or the life of an individual are significant) where the amount is unlimited.

Except in the case of an emergency, or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair, likely to cost more than £250.

By signing this agreement, you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the rent or the fund held against your property. Please note that you shall always remain liable for the payment of all invoices to tradesmen.

■ Garden Maintenance

We will arrange for any cleaning and garden maintenance necessary to put the property in order before or after the tenancy (additional charge).

■ Notification of Defects

We have an emergency phone number to receive calls out of office hours, and a full spectrum of qualified and insured contractors, on standby all year round; so that tenants are able to notify us of any issues or problems immediately and these can be swiftly rectified.

■ Vacant Management

Supervision of the premises is not part of our management function when it is unoccupied, although we do visit regularly for potential tenant viewings. If you wish us to manage your premises during a void period we will gladly do so subject to the charges specified in which are payable in advance together with your written instructions. We will visit the premises once a week during office hours (being Monday to Friday, between 9am & 5pm) and we will forward any post and inform you of any lack of repair or maintenance, however, will not instruct a contractor unless we hold cleared funds, and you confirm in writing that we may deduct the cost of the contractor from those funds. Our administration fee for void property visits is £30 plus VAT (£36 inc VAT).

■ Insurance Claims

We will report to you if we consider that a claim is appropriate, and await your instructions. If we insure your property on our block management policy, we will process the claim on your behalf.

Please note, many insurance companies will insist on contractor invoices being settled by you initially, prior to releasing the claim payment to you.

FULL MANAGEMENT

■ Refurbishment

We shall supervise, under certain circumstances, either the partial or total refurbishment of the property. To supervise this work we shall charge a fee of 10% plus VAT (12% inc VAT) of the total cost of the work, but subject to a minimum charge of £600 inc VAT (£500 plus VAT). We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.

■ Taxes Management Act & Non Resident Landlords

You are responsible for notifying the Inland Revenue of the tenancy and for your own tax liability if you reside within the UK. If you reside abroad for 6 or more months of a tenancy, the Inland Revenue will hold us, as your managing agent (or your tenant for let-only properties), responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless an Approval Certificate is provided by the Inland Revenue pursuant to The Finance Act 1995. You can apply for Inland Revenue exemption by filling out an NRL1 form quoting Bradgate Lettings reference number: NA 23012.

More information is available at: www.hmrc.gov.uk/international/nr-landlords

Inland Revenue, Centre for Non-Residents, Unit 362, St Johns House, Merton Road, BOOTLE, Merseyside L69 9BB t. 0151 472 6208/9 f. 0151 472 6067

If the Inland Revenue do not provide Bradgate Lettings or your tenant (for let-only tenancies) with a valid approval certificate, it will be necessary for tax to be deducted at source at the appropriate rate (currently 20%). This money will be forwarded on a quarterly basis to the Inland Revenue and you are advised that the money will not earn interest on your behalf. The eventual liability for tax may be less than the amount forwarded to the Inland Revenue and, in this event, you will have to liaise with the Inspector of Taxes directly for any re-imburement, and Bradgate Lettings will not be liable for any refunds to you.

Should you at present reside within the UK but subsequently move abroad, please let us know the name of your accountants or tax advisors at that time. In the event that you are not accepted for the Non Resident Landlord Scheme, we shall make an administration charge of £120 inc VAT (£100 plus VAT) per quarter for forwarding monies to the Inland Revenue.

■ Water Company

We shall endeavour to obtain a forwarding address to the water company to comply with the Floor and Water Management Act 2010, which makes payment of the final water account the liability of the landlord, if no forwarding address is provided by the outgoing tenant. We cannot be held liable if the tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

■ Either party may withdraw instructions to manage the premises, upon giving 3 months Written notice,

*Subject to additional charge and funds being available

FULL MANAGEMENT

What is NOT included in our Full Management Service?

■ Post

We will NOT arrange for re-directing the post if it continues to be delivered to the property after your Tenant moves in, so please ensure that you make adequate arrangements for this, either with the Royal Mail or by leaving sufficient stamped addressed envelopes for the tenants to forward mail to you. It is respectful to ask the tenant if they mind doing this, as they may find it intrusive.

■ End of Management Service

Our Management Service will NOT automatically end at the end of the tenancy. Should either party wish to terminate the Management Service, both parties agree to give the other three months notice in writing of their intentions.

■ Miscellaneous Duties

Outside of usual property management requirements, staff will NOT attend the property for the purpose of giving access to visiting trades people, delivery persons, etc. If an arrangement is made to attend the property on your behalf, this will be at the charge of £60 plus VAT (£72 inc VAT), per hour or part thereof.

GENERAL INFORMATION

We know that there is a lot of information contained within this booklet but please understand our need to ensure you have all the information before you decide to rent out your property.

We urge you to take the time to read the contents and ask us about anything you do not understand.

■ Consents and Checks

As a helpful reminder you should ensure that all items below are adhered to in full:

Mortgage Consent

Superior Landlord Consent

Buildings insurance, landlord contents and public liability insurance – We can arrange a quote and cover

Energy Performance Certificate - We can arrange this at an additional cost of £75 plus VAT (£90 inc VAT)

■ Safety Certification for:

Gas appliances - We can arrange this at an additional cost depending on the number of appliances

Electrics checked – fixed wiring (EICR)

Electrics checked – portable appliances if applicable (PAT)

Working smoke detectors on every floor

Legionnaires risk assessment – where applicable

Furniture and furnishings safety compliance check

Asbestos check

CO₂ (carbon monoxide) detectors fitted and working within 1.5m of any solid fuel appliance

■ The Rent

Unless otherwise agreed, the rent achieved by us on your behalf will be inclusive of all outgoings for which you are responsible ie. ground rent, service charges, buildings insurance etc. with the exception of gas, electricity, water, telephone line rental, council tax and where there is an independent heating system. If you pay water rates (or similar) as part of your service charge, and wish to pass this charge onto your tenant, please ensure you have notified Bradgate Lettings of this and the relevant clauses are contained within the tenancy agreement.

■ Rent Remittances

The tenant is requested to pay the rent direct into the bank by standing order mandate. If the tenant does not wish to pay in this manner and adopts a different payment method, it is not possible to enforce the standing order payment method and court action can only be taken if the rent is in arrears as per the grounds listed in the tenancy agreement.

For rent collection or managed service tenancies, rent less agreed deductions will be transferred by BACs as soon as administratively possible. Any monies dispatched will be without prejudice to final clearance.

Please Note: By accepting rent by standing order, should the tenant breach the terms of their agreement, the continued payment of rent may be deemed by a court as a waiver by you of the tenant's breach. Therefore, In the event that we do not manage your property you must notify the tenant immediately following any breach that monies received by standing order are to be regarded as "mesne profits", basically money taken for the continued use and occupation of the premises and NOT RENT.

■ Type of Tenancy Agreement

Unless we are instructed otherwise, we will use our standard form of tenancy agreement.

Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor fees, however, an additional administration charge of £60 plus VAT (£72 inc VAT), will remain due to Bradgate Lettings at the outset of the Tenancy, because, as your agent, we have a duty of care to fully understand and advise on the contract you wish to use.

HOLDING THE DEPOSIT

All you need to do in order to comply with the regulations laid out in the Housing Act 2004

As part of our service, your tenant's security deposit will be automatically insured by the TDS (Tenancy Deposit Scheme) and you will be subject to an annual charge of £45 inc VAT (£37.50 plus VAT).

Tenancy Deposit Protection legislation is the LAW. Security deposits held for all new tenancies must be lodged in a statutory scheme and Bradgate Lettings will organise this on your behalf.

The landlord must give the tenant and any relevant person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit which we shall do for you.

We are a member of the TDS, which is a government-authorised tenancy deposit protection scheme, administered by: The Dispute Service Limited, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Phone: 0845 226 7837.

Web www.tds.gb.com

email deposits@tds.gb.com

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected.

What is included?

- Bradgate Lettings will hold the security deposit for the period of the Tenancy. As members of The Dispute Service, scheme no. G01347, we are legally allowed to hold the tenants deposit on your behalf.
- The correct prescribed information will be given to the tenant in accordance with Housing Act legislation within the tenancy agreement produced by Bradgate Lettings
- If you provide your own tenancy agreement we can insert the correct clauses to enable us to hold the deposit at an additional cost of £125 inc VAT (£100 plus VAT)).
- The tenant will sign to confirm acceptance of the correct information and this will be held on file for the duration of the tenancy.
- At the end of the tenancy, the check-out report will be organised and a copy will be forwarded to all parties for the deposit deductions to be negotiated. If the property is under our management service, the deposit negotiations will be carried out on your behalf, including obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf.
- If there is a dispute over the relevant deductions, the disputed amount of deposit must be sent to the Tenancy Deposit Scheme for safekeeping until the dispute is resolved by the Alternative Dispute Resolution Service (ADR) or any subsequent court decision. The remainder of the deposit will be returned to the relevant parties according to the agreed deductions. The deposit must then be returned within 10 days to the relevant party, following notification of the ADR/court decision. Where we have been instructed to manage the dispute for a Let Only or Rent Collection Landlord we will charge £150 inc VAT (£125 plus)) to process the claim directly with the TDS based on the information supplied by the Landlord.
- You must notify whether you are intending on making any deductions to the tenant's deposit within 10 days of the check out inspection. If the property is fully managed, the deposit deduction process will be organised on your behalf but for Let Only properties it is your legal responsibility to obtain quotations speedily and to notify your tenant accordingly.

HOLDING THE DEPOSIT

Important information

■ Deposits must be registered into the Tenancy Deposit Scheme within 30 days of the commencement of the tenancy or from the date the deposit was received, whichever is sooner, and the deposit provider (tenant, guarantor etc.) must be provided with the schemes prescribed information. It is, however, your responsibility to ensure that any changes to the prescribed information are notified to Bradgate Lettings or direct to your tenant throughout the tenancy period.

■ If the correct information is NOT given to your tenant and if the deposit is not registered with a scheme within 30 days of receipt of the deposit, or the outset of the tenancy (whichever is sooner) then you will not be able to serve a Section 21 Notice on your tenant in order to re-gain possession of your property. In addition a tenant can take court action against you for breach of contract and a judge has the liberty of awarding them up to 3 times the amount of the deposit for the property. Do not leave this to chance, let Bradgate Lettings take care of these legalities in full!

■ In order to utilise our TDS scheme please sign the enclosed acceptance form attached and return at your earliest convenience.

■ At the time of accepting an offer from a tenant introduced by Bradgate Lettings, if you are unable to confirm your chosen Tenancy Deposit Scheme, it will be assumed that you wish to utilise our deposit holding scheme and you will be charged for this service. If you subsequently change your mind after draft tenancies have been prepared you will be due an additional administration charge of £100 Plus VAT (£120 inc VAT) for revising the tenancy agreements to contain alternative deposit clauses.

Types of tenancy exempt from legislation

At the present time this legislation does NOT apply to Non-Housing Act Tenancies, which are:

- Tenancies with an annual pure rent of over £100,000 or less than £1,000
- Tenancies with a resident landlord
- Tenancies where the property is a 2nd home and not the tenants main residence
- Company tenancies

All client money including security deposits needs to be held in a ring-fenced account, we are more than happy to securely hold the deposit for non-housing act tenancies in our deposit account

Using your own scheme?

If you have chosen your own scheme and have provided us with the relevant paperwork to confirm your registration, you must:

- Notify Bradgate Lettings of the clauses required in the Tenancy Agreement for your chosen scheme
- Notify the tenant of the scheme you have chosen to use and provide the relevant Prescribed Information for the scheme within 30 days of the commencement of the tenancy
- Forward the deposit to the Deposit Protection Service or insure the deposit with MyDeposits (whichever is applicable) within 30 days of the initial payment by the tenants of the deposit

If you fail to do any of the above points within the 30 day period you will be unable to serve a Section 21 Notice upon your tenant in order to regain possession of your property and, in addition, you may incur a hefty fine up to the value of 3 times the security deposit amount, if prosecuted via the courts.

Rent Protection

We understand that even the best-intentioned tenants sometimes fall on hard times, so protect your income against unforeseen circumstances with our rent guarantee cover.

■ Why choose our Nil excess rent protection

With rent arrears, a continual concern, protecting your rental income is extremely important. Working with our tenant referencing supplier Let Alliance, we can provide rent protection as well as covering the cost of any potential eviction in order to give you peace of mind should the tenant stop paying rent

■ What rent protection offers

The comprehensive rent protection provided offers:

- Let Alliance comprehensive tenant references
- Rent Guarantee protection, providing protection from day 1 of rental arrears on a Nil excess basis
- Rent payable for 6 months
- Legal costs to obtain possession of the property if the tenant fails to pay the rent
- Total claims limit £50,000

■ What happens if the tenants fail to pay the rent?

Fingers crossed this never happens, however circumstances do arise in people's lives meaning financial hardship might affect rent payments.

- Just sit back and relax, if a claim for rent protection is required you don't need to be involved.
- We handle that side of things for you with a dedicated legal specialist
- Our rent protection is Nil Excess and payable until vacant possession

This product is available to all Tenants that are successfully referenced (they are the only ones we accept)!

Priced at 3% of the monthly rent plus IPT this product automatically renews annually so you don't need to worry.

■ Disclaimer:

You understand that you are not purchasing an insurance policy, you have an interest in Bradgate Letting's policy, meaning you have no rights under the policy – but if your tenant does fall into rent arrears and Bradgate Lettings makes a successful claim under the policy, any sums recovered that are due will be passed to you as rent payments.

We will hold an Acknowledgement of Interest document confirming your "Interest in" Bradgate Letting's Policy, but you will not receive policy wordings

If you provide Tenants they must be referenced for the full amount of rent and have an acceptable reference for your property to be eligible for the Rent protection product

Let Alliance First Floor Dodeleston House, Bell Meadow Business Park, Park Lane, Pulford, Chester, CH4 9EP
Registration Number: 7338620 VAT Registration number: 996824844

Let Alliance Ltd is an appointed representative of Advent Solutions Management Ltd who are authorised and regulated by the Financial Conduct Authority, No. 308751

Property Insurance

'All Risks' Property Insurance for the 21st Century, specifically designed for Bradgate Lettings and our Landlord clients.

■ Policy Cover

One Block Policy, one renewal date for all Properties.

Full 'All Risks' cover available on all Insured properties (even when empty)

Property Owners Liability £5,000,000.

Exclusive Policy extensions

NIL Excess - apart from Subsidence and £250 for malicious damage if caused by a tenant*

Plus, many more.

*Subject to claims experience

■ Quotations

Bulk purchasing and economies of scale ensure highly competitive quotes.

Residential quotes – normally available same day.

Commercial quotes - guaranteed next day.

■ Claims

We have access to an online claim notification system.

Streamlined claims handling system.

All agreed claims up to £5000 - settled within 24 hours of final invoice

Larger claims - Dedicated Loss Adjusters with an additional Loss Recovery product.

■ Documentation

We can print and send your Policy documents, certificates immediately.

Full Policy wording available (on request).

Ask us for a comprehensive 'All Risks' quotation.

Bradgate Property Management Ltd T/a Bradgate Lettings of Bradgate House, Windsor Street, Burbage, Hinckley Leicestershire LE10 2EE are Appointed Representatives of Your Company Matters Ltd who is authorised and regulated by the Financial Conduct Authority (FCA). Their Firms Registration Number is 486123. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on **0800 111 6768** (freephone) or **0300 500 8082** from the UK.

INFORMATION ON ALL SERVICES

For total peace of mind, let our property professionals handle everything for you and know your property is in very safe hands

GENERAL INFORMATION

Terminating the Tenancy

A) Termination of an Assured Shorthold Tenancy

To regain possession of your property at the end of an Assured Shorthold Fixed Term Tenancy, you MUST give the relevant notice to your tenants and have provided (with proof) all relevant prescribed information and other documents as required by the Deregulation Act 2015 at the outset of the tenancy:

- You MUST give at least 2 calendar months written notice. Bradgate Lettings will be happy to issue the tenants with a Housing Act 1988 Section 21 Notice to this effect upon your instructions and only where the tenancy agreement has been provided by Bradgate Lettings.
- This notice will not be issued automatically. Therefore, unless you request Bradgate Lettings to serve notice on the tenants and if the tenant does NOT leave at the end of the fixed term; the tenancy will become a Statutory Periodic Tenancy.
- At this point, and at any time within a Statutory Periodic Tenancy, you will be required to serve 2 periods notice to regain possession of the property. Bradgate Lettings will be happy to issue the tenants with a Housing Act 1988 Section 21 Notice to this effect upon your instructions and only where the tenancy agreement has been provided by Bradgate Lettings.
- In the event of the landlord wishing Bradgate Lettings to serve notice on the tenant, you must give us a minimum of 1 weeks notice, in addition to the notice period required for the Tenant.

Please Note: The tenant can vacate at the end of a Fixed Term tenancy without giving notice to the landlord, however, within a Statutory Periodic Tenancy, the tenant must give one periods notice to end the tenancy. One period is calculated in accordance with the rental payments.

B) Termination of a Non-Housing Act Tenancy

A company tenancy, a high rent tenancy (over £100,000 pa pure rent), a tenancy with a resident landlord or a pied-a-terre tenancy will end according to the dates contained within the initial fixed term of the agreement, called the “effluxion of time” and although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one months notice will suffice or notice can be given in accordance with any break clause contained within the tenancy. If the tenant remains in the property and no replacement tenancy is put in force so that the original tenancy becomes a periodic or rolling tenancy, the landlord must serve a Notice to Quit giving one periods notice to end the periodic tenancy.

GENERAL INFORMATION

■ Using a break clause

If you have negotiated a break clause in the tenancy agreement and the tenant exercises their right to this clause Bradgate Lettings will re-market the property automatically. If we are able to secure a new tenancy, our letting fee for the next letting will apply as normal. Should you agree to release the tenants from their tenancy agreement before any break clause expires, no refund of fees shall be due before the period where the break clause would have allowed the tenancy to be terminated.

■ Landlord and Tenant Act 1987 section 47

We are obliged to include your full name and address on all rent demands (tenancy agreements). If your address is outside England and Wales, then we must provide the tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our Company during such period as we manage the property. We will use our best endeavours to forward any notices to you promptly but we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

■ Landlord and Tenant Act 1985 sections 1 and 2

If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable upon conviction to a maximum fine of £2,500. If you, as the landlord, are a limited company or body corporate, upon written request by the tenant, you are obliged to provide the name and address of every director and the company secretary within 21 days, or you could face a further fine of up to £2,500.

■ Inventory Services

The inventory clerk will not move or lift heavy items. The inventory clerk is also not required to test any gas or electrical appliances. If a clerk feels at any point that their personal health or personal safety is in question then they will abandon any work being undertaken and return to the property at a later date once the issues have been addressed. Should this result in additional charges made by the inventory clerk these shall be borne by you.

■ Housing Benefit Payments (if applicable)

Where the tenant is in receipt of Housing Benefit payments, you indemnify Bradgate Lettings against any requirement to refund Housing Benefit to the council.

■ Water Rates and Water Meter Charges

Further to the Flood and Water Management Act 2010, which came into force on 1st October 2011, you will remain liable for any outstanding water charges if the tenant vacates the property and DOES NOT provide a UK forwarding address or does not settle the account in full at the end of the tenancy. If Bradgate Lettings are not acting as your management agent, you are advised to request proof of payment in the form of a receipted final bill, or retain money from the deposit for the purpose of settling any final accounts. Bradgate Lettings are not accountable or responsible for checking water meters or finalising water bills on behalf of tenants, whichever service we provide for letting or managing the property.

■ Courts and Tribunals

Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other court or tribunal is by special arrangement only and will be subject to an additional charge of £50 plus VAT (£60 inc VAT), per hour or part thereof, per person in attendance, plus expenses. The administration cost for Bradgate Lettings to organise paperwork for solicitors or arbitration is £100 plus VAT (£120 inc VAT) in addition to any legal costs.

■ Instructions of Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if legal action is required you will be responsible for instructing us to engage our Solicitors or your own solicitors and for all fees involved, unless you have Rent protection where we will manage the claim if applicable.

GENERAL INFORMATION

■ Renewals to the same tenant

We recognise that the point of renewal offers us a fantastic opportunity to review all aspects of the tenancy. Not only is it the perfect time to increase the rent (subject to market conditions) but also to discuss any necessary enhancement or refurbishment of the property in order to maintain it and to maximise the rental yield. Your renewal will be diarised and monitored so that you are contacted in accordance with the terms of the tenancy agreement to discuss your requirements. Even if we have not been asked by you to renegotiate with an existing tenant, we will continue to hold the deposit as stakeholder and our staff are available to advise on the renewal of the tenancy agreement.

Bradgate Lettings do not charge you for extending Tenancy periods (including fixed term tenancies, periodic or rolling tenancies or any other type of tenancy) whilst the tenant, introduced to you by Bradgate Lettings, remains in the premises.

■ Right to rent in the UK – Documentation and Working Visa

As from 1st February 2016, under the Immigration Act 2014, it is the landlord's responsibility to ensure that all tenants have the right to rent in the UK by making and keeping a copy of passports for all tenants and evidence of their immigration status (biometric residence permit). Bradgate Lettings will undertake tenant checks to the best of our ability but we cannot accept liability for any subsequent issues which arise either directly or indirectly from our actions in this respect.

■ The Deregulation Act 2015

From 1st October 2015 a number of important changes came into effect for all new assured shorthold tenancies in England that start on or after 1 October 2015:

New restrictions on serving Section 21 Notices early and a new template Section 21 form to use.

The Section 21 Notice cannot be served until 4 months of the tenancy has passed. The new rules also remove the need for a landlord to specify that a tenancy must end on the last day of a rental period; unless the tenancy started on a periodic basis without any initial fixed term where a longer notice period may be required depending on how often the tenant is required to pay rent (for example, if the tenant pays rent quarterly, they must be given at least three months' notice, or, if they have a periodic tenancy which is half yearly or annual, they must be given at least six months' notice (which is the maximum).) Please note: In the event that a tenant has paid an amount of rent in advance and a Section 21 Notice requires them to leave during the period paid for, the tenant is entitled to a refund of the rent paid for the days they are not occupying the property.

Landlords will not be able to serve a Section 21 Notice on tenancies that begin on or after 1st October 2015 unless they have provided tenants with the following information:

■ A Gas Safety Certificate covering all fixed as well as portable gas appliances provided by the landlord for the tenants' use.

■ The property's Energy Performance Certificates (EPC); except where a property is not required to have an EPC – such as where the landlord is letting a room on a single AST in a House in Multiple Occupation (HMO).

■ The Department for Communities and Local Government "How to Rent – the checklist for renting in England". This can be provided in electronic format, or if the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy. This should be given at the start of a new tenancy and fixed term renewals.

The Act restricts a Landlord's ability to serve a section 21 Notice to recover possession of their property if:

1) The tenant has made a written complaint to the landlord or agent about the condition of their property or any common parts of the property (hallways, stairs, and gardens) which tenants have the right to use.

2) The landlord or their agent has not provided an adequate written response within 14 days

3) If no adequate written response is received the tenant then can complain to the relevant local authority who could decide to serve a Relevant Notice in respect of the property or could carry out emergency remedial action themselves using their powers under HHsRs - the Housing Health and safety Rating system. Any failure to deal with complaints and repairs could become a serious and very expensive issue because a poorly maintained property means landlords may not be able to regain possession of their rental property for six months (i.e. from the date on which a local authority serves an improvement notice).

DEFINITIONS

In this agreement the following definitions and interpretations apply:

- The use of the singular includes the plural and the use of the masculine includes and feminine and vice versa.
- “Agent” and “we” or “us” means the Agent trading from the Registered Office Address as described in the Overview.
- “Agreement” means these terms of business signed between the agent and the landlord.
- “Regulations” means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- “Calendar Day” or “Day” means any day of the year, including weekends and bank holidays.
- “Working Day” means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971, or any customary or public holiday in England and Wales.
- “Premises” mean any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the premises address set out in the Overview. When the premises are part of a larger building the premises include the use of common access ways and facilities.
- “Inventory” or “Inventory and Schedule of Condition” means the document drawn up prior to the commencement of the tenancy by the landlord or the agent, which includes the fixtures and fittings in the premises.
- “Term” or “Tenancy” means the fixed term of the tenancy agreement and any extension or continuation of the tenancy, whether fixed term or periodic, arising after the expiry of the original term.
- “Landlord” and “you or “your” means the landlord as described in the Overview [and any other person owning a reversionary interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy, any anyone who later owns the premises.
- “Tenancy Agreement” means the contract drawn up between the landlord and the tenant specifying the obligations of the two parties.
- “Tenant” means anyone entitled to possession of the premises under a tenancy agreement.
- “Superior Landlord” means the person, company or organisation to whom ownership of the premises reverts to at the end of the lease.
- “Occupier” means a tenant or any other person or organisation entitled to occupy the premises under a tenancy, licence or any other form of agreement or contract.
- “Jointly and severally liable” means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement, both individually and together.
- “Occupancy agreement” means any agreement between you and any occupier which permits them to occupy the premises whether or not it constitutes a tenancy agreement.
- “Relevant Person ”means a person who paid the deposit or any part of it, on behalf of the tenant.
- “TDS” means The Dispute Service, who administer the Tenancy Deposit Service and whose details are shown in the tenancy agreement.
- “Deposit” means the money held by the agent in a stakeholder capacity during the tenancy in case the tenant fails to comply with the terms of the tenancy agreement.
- “Scheme” means an authorised tenancy deposit protection scheme, set up in accordance with the Housing Act 2004, determined by an ADR process or ordered by the court.
- “Member” means the agent who is a member of the Tenancy Deposit Scheme or any other industry scheme.
- “Stakeholder” means that deductions can only be made by the agent from the deposit at the end of the tenancy with the written consent of both parties to the agreement.
- “ICE” means the Independent Case Examiner of The Dispute Service Limited, who adjudicates on deposit dispute cases.
- “Prescribed Information” means the information that is required to be provided to the tenant and any relevant person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- “Statutory Time Limit” means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

HOW TO RAISE A COMPLAINT

You can speak in confidence, to a member of the Bradgate Lettings Team.

If you drop in or telephone our office we will discuss the best way to try and resolve your concerns. If you write to us it would be helpful to include a contact telephone number so we can call you to talk about your concerns. This will help to save time and we may be able to sort things out straight away. You may find it helpful to think about exactly what you want our agency to do that will resolve the matter for you. If a relative or friend is making a complaint on your behalf we will need your written consent before we can discuss information about you with them.

Bradgate Lettings
Bradgate House
Eva May Buildings
Windsor Street
Burbage
LE10 2EE

T: 01455 891000

E: info@bradgatelettings.co.uk

Company Registration: 5999447

VAT Number 705195836

What will you do to resolve my complaint?

Once we have received your concern or complaint we will discuss with you the best way to deal with the matter.

This could be:

- Over the telephone.
- At a meeting with a Manager or Director.
- By an in-depth investigation with a written response.
- By an independent external body.
- A combination of the above.

If you are still dissatisfied you can then ask The Property Ombudsman to review the way our agency has dealt with your concern or complaint. The Ombudsman is independent of Bradgate Lettings and there is no charge for this service. The Ombudsman may investigate complaints on your behalf but only after they have been investigated by our agency:

The Property Ombudsman (TPO):

Milford House
43-45 Milford Street
Salisbury
Wiltshire
SP1 2BP
T: 01722 333306
e: admin@tpos.co.uk

OFFICE HOURS

We are open:

Mon-Thurs 9.00am to 5.00pm

Friday 9.00am to 4.00pm

Outside these hours, the administration service switches to a voicemail message service where messages are dealt with the following working day.

Emergency Service

Bradgate Lettings also provide a dedicated 'out of hours' emergency service weekends and bank holidays for notification of genuine emergencies only by phone or text alert.

Branches

Bradgate Lettings
Bradgate House
Eva May Buildings
Windsor Street
Burbage
LE10 2EE

T: 01455 891000

E: info@bradgteleettings.co.uk

READY TO PROCEED

“All you need to do now is complete this section and return it to our office for marketing to commence”

Pre-instruction Landlord Checklist

- EPC copy – You can instruct us to obtain this
- Instruction manuals for all appliances
- **Safety** Requirements up to date and certified where necessary

If requested

- Photo ID for all landlords – (Driving licence or Passport must be certified by a solicitor or professional person if we have not met you and you are posting or emailing)
- Utility bill for proof of current address for all landlords
- Title deed or solicitor's letter confirming ownership of the property
- Authority to Let from your current mortgage company
- Copy of your superior lease (if applicable)
- Authority to sub-let from your superior leaseholder (if applicable)
- Copy of your building insurance and contents insurance – we can arrange this if required
- Risk Assessment for Legionnaires' Disease – In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the landlord acknowledges his responsibility for the safety of the tenant at the Premises and confirms he has considered all risks regarding Legionnaires Disease.

PROPERTY INFORMATION REQUIRED FOR OUR RECORDS AND MARKETING:

Is there a landline telephone Installed? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes Telephone Number	
Is there a security alarm installed? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes Code Number	
Is there a standard TV aerial? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes is it Freeview enabled? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a Sky dish? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is there Cable television? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a Broadband connection? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the download / upload speed?	
List gas appliances in property	
Date gas appliances last serviced/safety Check Please forward current safety certificate	
Date last electrical safety Check Please forward current safety certificate	
Please provide details of any maintenance contracts or warranties for heating, plumbing, electrical installations or appliances	
Is the loft available for tenants use? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the loft insulated? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the loft boarded? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a Parking Space allocated? <input type="checkbox"/> Yes <input type="checkbox"/> No	If so, please provide details and space number
Are the communal parts under Block Management? <input type="checkbox"/> Yes <input type="checkbox"/> No	If so, which company?

READY TO PROCEED

PROPERTY INFORMATION REQUIRED FOR OUR RECORDS AND MARKETING (continued):

Current electricity supplier?	
Current gas supplier?	
Current water supplier?	
Current landline telephone supplier?	
Current broadband supplier?	
Are any services on sub-meters?	Gas <input type="checkbox"/> Yes Electricity <input type="checkbox"/> Yes Water <input type="checkbox"/> Yes
Refuse collection day?	Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/>
Will you allow a marketing "To Let" board?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you allow children? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> By negotiation	Will you allow pets? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> By negotiation

Bank Account details

Please provide details of the bank or bank accounts and any split payment % you wish the rental income to be paid into on receipt of the rent.	
Landlord 1:	Landlord 2:
Bank Name:	Bank Name:
Address:	Address:
Postcode:	Postcode:
Bank Account Name:	Bank Account Name:
Sort Code:	Sort Code:
Account Number:	Account Number:
Percentage of rent: % if split between multiple Landlords	Percentage of rent: % if split between multiple Landlords

Leasehold properties only

If the property is owned via a Leasehold agreement please provide details of who is responsible under the lease for repairs and their contact details. Please note you may need to obtain agreement from your freeholder or superior landlord prior to letting the property.	
Name of freeholder/superior landlord:	Name of managing agent:
Address:	Address
Telephone:	Telephone:
Email:	Email:

CONFIRMATION OF INSTRUCTION

This document is your instruction to Bradgate Lettings to offer your property for letting on the open market. Bradgate Lettings will not market your property for let unless you agree to our terms of business in full and any verbal instruction will assume your full acceptance of these terms

Address of property: _____

Landlord 1:	Landlord 2::
Address:	Address:
Postcode:	Postcode:
Email:	Email:
Mobile tel:	Mobile tel:
Other tel:	Other tel:

A full address for Service of Notices upon the landlord must be given (this must be an address in England or Wales for non-managed properties). For additional landlords please attach address details to this page.

I/we instruct Bradgate Lettings to market my property initially at £_____per calendar month and that all joint owners are aware of and agree to the letting of the property.

I/we wish to undertake (please tick appropriate box):

Full Management Service

The letting fee is £450 inc VAT per let (£375 plus VAT)

Management Fee is 12% plus VAT (14.4% inc VAT) of the rent

Rent Collection Service

The letting fee is £600 inc VAT per let (£500 plus VAT)

Rent collection is 5% plus VAT (6% inc VAT) of the rent

Letting only Service

The letting fee is £700 inc VAT per let (£583.33 plus VAT)

Additional services (please tick appropriate boxes):

Arrange Energy Performance Certificate £120 inc VAT (£100 plus VAT)

Arrange Gas Safety check & certification £ variable dependent on items checked

Arrange Electrical Safety Inspection £198 inc VAT (£165 plus vat) plus any remedial costs

Tenant deposit protection first year included in let fee subsequent years £45 inc VAT

Prepare Inventory & Schedule of condition for check in/out £150 inc VAT (£125 plus VAT)

Arrange rent protection product 3% of monthly rental plus IPT

Provide quotation for Property 'All Risks' Insurance, please ask for an additional quotation form.

Landlord 1: _____ Date: _____

Landlord 2: _____ Date: _____

NB: All single signatures are deemed as "on behalf of" all joint landlords

Countersigned _____ on behalf of Bradgate Lettings: Date: _____

Complete, sign and return to:
Bradgate Lettings, Bradgate House, Eva May Buildings, Windsor Street, Burbage, LE10 2EE

IMPORTANT INFORMATION

Please tick boxes to confirm acceptance:

I / we have read and fully accept these Terms of Business and will be bound by the terms contained herein I / we wish for Bradgate Lettings to provide the services indicated and I / we agree to pay the fees as stated in this document upon demand.

I am / we are the sole owner(s) of the freehold / leasehold interest in the property.

I / we declare that should my/our situation, status, address or contact details change during the tenancy Bradgate Lettings will be immediately notified.

I / we declare are a UK resident landlord(s), should my/our residency status change to become a Non-resident landlord under HMRC rules I will notify Bradgate Lettings immediately.

I / we confirm that these Terms of Business shall continue for every tenancy agreed, every fixed term or periodic tenancy or tenancy renewal carried out at the property indicated on this form, until both parties agree in writing that such Terms of Business have been terminated.

I / we confirm that we understand Bradgate Lettings will use their experience & knowledge.

to accept appropriate offers on our behalf, and, will undertake references for our approval in accordance with our written instructions.

I/we understand that all photographs of my / our property taken or commissioned by Bradgate Lettings are copyright of Bradgate Lettings and may be used for any marketing purposes.

I / we understand that interest at the rate of 4% over the base lending rate of Barclays Bank plc will be payable on fees and commission not paid to Bradgate Lettings within 14 days of the due date for payment Consumer Protection Regulations.

I / we confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the premises forms part which may affect the letting of the premises except as noted below.

I / we understand that Bradgate Lettings reserve the right to vary the terms of this agreement giving 2 months notice in writing, allowing 14 days to respond with my / our comments, in writing, to Bradgate Lettings, Bradgate House, Eva May Buildings, Windsor Street, Burbage, LE10 2EE.

I / we understand that all offers put forward are subject to contract and do not constitute a legally binding contract UNTIL all parties have signed the tenancy agreement and it has been formally dated.

I / we confirm that under the Data Protection Act 1998 relevant personal information will be retained by Bradgate Lettings and may be used for marketing purposes; that present and future addresses and other contact details may be provided to utility suppliers, the local authority, authorised contractors, any credit agencies, or reference / insurance agencies, legal advisers, debt collectors or any other interested third party unless I / we notify in writing to the contrary.

Please ensure that you have read and fully understood all of the above and sign below

Landlord 1: _____ Date: _____

Landlord 2: _____ Date: _____

NB: All single signatures are deemed as "on behalf of" all joint landlords

IMPORTANT INFORMATION

Please note all of the following!

■ Bradgate Lettings is a trading name for Bradgate Property Management Limited and by accepting these terms you are entering into a contract with Bradgate Lettings. Our registered office is Bradgate House, Eva May Buildings, Windsor Street, Burbage, LE10 2EE and our company is registered in England no. 5999447.

■ Fees are due for any tenant or tenants introduced to your property by Bradgate Lettings or any other person introduced to the property by an original Bradgate Lettings tenant or occupant of the property. Payment will be taken directly from your rent and any additional monies owed can be made directly into our bank account Sort Code 60-11-06 Account 16242165 for 'Bradgate Lettings' *Alternatively we are happy to accept Debit or Credit Card payments. Credit Card payments are subject to a 2.5% administration fee.*

■ Multiple Agency: If you are marketing your property with more than one agency you are obliged to give notice to all parties when an initial holding deposit is taken. Your property should be taken off the market during this time with all agencies, so please be certain of your intentions to proceed before accepting the initial payment, as costs if costs have been incurred, you will be liable if you withdraw from the transaction.

■ Applicant Introduction, If an offer for a Tenancy has been negotiated by Bradgate Lettings and agreed with all parties to the point where a fee/deposit has been paid by the applicant and reference checks are carried out and you subsequently withdraw the property then you are liable to pay the fee/deposit for us to re-emburse the applicant in full.

Please ensure that you understand your liability for payment of fees prior to accepting a tenant through an agency who did not introduce them to the property or negotiate the deal.

Please ensure that you have read and fully understood all of the above and sign below

Landlord 1: _____ Date: _____

Landlord 2: _____ Date: _____

NB: All single signatures are deemed as "on behalf of" all joint landlords

YOUR RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day you sign this agreement.
- To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email.
- You may use the cancellation form below but it is not obligatory.
- To meet the cancellation deadline it is sufficient for you to send your communication, concerning your exercise of the right to cancel, before the cancellation period has expired.
- If you cancel this contract we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing below:

REQUEST for us to begin marketing the property and all other services, as set out in this agreement, during the cancellation period:

I/We hereby give notice that I/we have read the Notice of the Right to Cancel (above) and I/we request you to begin to market the property for let and all other services as set out in this agreement.

Order on: _____ (insert date these terms are signed)

Landlord 1:	Landlord 2::
Address:	Address:
Postcode:	Postcode:
Email:	Email:
Mobile tel:	Mobile tel:
Other tel:	Other tel:

Please ensure that you have read and fully understood all of the above and sign below

Landlord 1: _____ Date: _____

Landlord 2: _____ Date: _____

NB: All single signatures are deemed as "on behalf of" all joint landlords