



The Parties:

Sealeys Letting Agents Ltd known herein as 'Sealeys'

The Property being (address)

Mr/Miss/Mrs or Company Name

Known herein as 'The Landlord' (including any power of attorney for the landlord)

STANDARD TERMS AND CONDITIONS OF BUSINESS FOR LETTINGS AGREEMENT

1. COMMISSION

Commission fees and charges are agreed between the parties as those that are contained within the Sealeys brochure for lettings and management.

2. ADVISING OF RIGHTS

Sealeys are fully conversant with the law and will ensure that each landlord is advised of their rights to regain full possession of their property at the conclusion of tenancy.

3. REFERENCING

Sealeys will strictly reference and credit check all prospective tenants either directly or indirectly via relevant insurers (e.g. Homelet).

4. WHERE THERE IS NO RENT GUARANTEE

Where a rent and legal protection insurance policy for a managed property is NOT available, it will be at a Landlord's discretion only if a tenancy is to be granted. Sealeys will fully advise the Landlord of the alternatives available.

5. OVERSEAS LANDLORDS

The Taxes and Management Act 1970 has laid responsibility for payment of tax in respect of those landlords working and residing abroad firmly on the individual or agent receiving the rental income. If a landlord is to reside abroad, they agree to seek exemption against Sealeys deducting tax by applying for and receiving exemption from the Overseas Landlords Division of the Inland Revenue. Please ask Sealeys for a form. The landlord agrees exemption is to be sought and granted prior to the tenancy beginning.

6. PERMISSION TO SUBLET

A landlord agrees to ensure that permission is obtained to let their property from any mortgage lender with a charge on the property, a Superior Landlord, Freeholder, Residents Association or other relevant organisation or individual where applicable. Failure to do so may legally render rental income void with tenant/s able to claim all rental monies back from Landlord. The landlord agrees to indemnify Sealeys against such an occurrence, including Sealeys agent's commissions received.

7. INSURANCE NOTIFICATION

A landlord agrees to inform all insurers that the property is to be sublet, changing its status from owner-occupier to tenant occupied.

8. CORRECT INSURANCE COVER

A landlord agrees to take out all necessary valid insurance cover for landlords' contents, landlords building insurance and landlords' liability insurance during the tenancy and the period when a property is left vacant and unoccupied.

9. DETAILS OF OWNERS

It is agreed that a landlord agrees to provide the fullest information to Sealeys concerning owners and joint owners of the property and to seek their full written authority or legal power of attorney to act on their behalf, where applicable. All joint owners / leaseholders must be named in the tenancy agreement and it is agreed full names will be provided to Sealeys.

10. MAIL

It is agreed that a landlord remains responsible for redirecting their own mail.

11. DAMAGE LIABILITY

It is agreed that Sealeys will not be held responsible or liable for damage to a property whilst unoccupied or whilst conducting accompanied appointments to view.

12. PERSONAL INJURY

It is agreed that Sealeys will not be held responsible for injury to persons or property arising out of the condition of property or any hazard relating to surrounding areas of the property. The Landlord agrees to provide adequate insurance cover at all times.

13. UNPAID RENT & LIABILITIES

It is agreed that Sealeys will not be held liable for any unpaid rent or other unpaid liabilities from the tenant or for any outgoings payable by Sealeys on behalf of the landlord as instructed if there are insufficient funds available.

14. REPAYMENT OF HOUSING BENEFIT

The Landlord agrees to repay any overpayment of Housing Benefit that has been determined by the Local Authority on demand from Sealeys.

15. SEALEYS IS NOT LIABLE FOR ANY LOSSES

It is agreed that Sealeys will in no way, either directly or indirectly, be liable for any deficiency, loss or damage to the property, the fixtures, fittings, furniture and effects howsoever caused, including those within the full boundaries of the property.

16. REFERENCING / BONA FIDES

It is accepted that Sealeys cannot guarantee the bona fides, financial or other suitability of a tenant or be held responsible for conduct and actions of tenants. Notwithstanding the aforementioned, no effort will be spared in securing the bona fides of an applicant prior to acceptance as a tenant and commencement of a tenancy.

17. INDEMNITY AGAINST HM TAX

It is agreed that the Landlord will indemnify Sealeys against any demand from H.M. Revenue & Customs resultant from a landlord not undertaking duties aforementioned.

18. SEALEYS WILL ONLY ACT WITHIN THE LAW

It is agreed that Sealeys have full authority to act on their landlords' behalf in whatever role Sealeys have been employed in. It is agreed therefore that Sealeys are to undertake their duties as agent only in full compliance with the law, particularly in relation to safety regulation.

19. LANDLORD TO AUTHORISE WORKS

It is agreed that Sealeys will not authorise any repairs or works without seeking first the verbal permission or otherwise from the landlord, save for when point 18 and health and safety issues are not being complied with.

20. CONTRACTS FOR WORKS BETWEEN LANDLORD & CONTRACTOR

It is agreed that the landlord gives Sealeys full authority to act on his behalf, and where verbal permission or otherwise is granted to carry out repairs or works, that the contract created with any person or persons undertaking these repairs or works is between the landlord and the contractor.

21. UTILITIES

It is agreed that Sealeys will ensure that service companies (gas, electricity, telephone etc) and Local Authorities (Council Tax) are notified of a user change at commencement of tenancy, without liability on the part of Sealeys.

22. SERVICE CHARGES, GROUND RENTS & BUILDING'S INSURANCE

Unless otherwise notified or agreed the Landlord agrees that they be responsible for any service charges, ground rents and building insurances and that the tenant be responsible for gas, electricity, water, telephone, internet charges and council tax.

23. DEPOSIT

Unless otherwise notified or agreed the landlord agrees that the deposit be the amount of one calendar month's rent.

24. DEPOSIT PROTECTION SCHEMES

It is agreed that the landlords and tenants are bound by law in relation to deposit monies taken in respect of the tenancy and hence the landlord agrees to be bound by the rules whichever scheme the deposit is lodged under.

25. MANAGING AGENTS

Unless agreed in advance Sealeys appointment as managing agents is for the duration of the tenancy including extensions, renewals etc and is subject to six month's notice to terminate from either side.

26. LEGAL ACTION

It is agreed that the tenancy contract is between the landlord and tenant. Where legal protection insurance is not available, it may be necessary where legal action is needed for the landlord to instruct his solicitor. Sealeys cannot act in any legal capacity (eg. solicitor / barrister) but will be available as expert witness / agent on behalf of the landlord.

27. SELLING FEE

It is agreed that in the event of a sale of the property agreed with the tenants or any associated party after commencement of tenancy – leading to exchange of contracts – Sealeys will then be entitled to a fee of 1% of the sale price + VAT.

28. VARIATION OF TERMS & CONDITIONS

The landlord agrees that any variation of the foregoing Terms & Conditions will be valid if agreed and notified in writing by a Director of Sealeys, providing that these terms are fair and transparent.

29. ENERGY PERFORMANCE CERTIFICATE

The landlord agrees to provide an Energy Performance Certificate for the subject property (as required by law) to Sealeys prior to marketing commencing or to instruct Sealeys to arrange for one to be carried out at the expense of the landlord.

LETTING ONLY SERVICE (Please Tick)

Letting Only Service includes the following:

- Preparing property particulars for immediate circulation to applicants and advertisements in local and national press and websites – but only once Sealeys are in receipt of a current Energy Performance Certificate for the property.
- Carry out 100% accompanied viewings via a member of Sealeys Lettings Department
- Apply for and obtain relevant financial and other references via Homelet Insurance.
- Prepare all necessary tenancy agreements, including relevant notices eg. in relation to tenancy deposit protection etc, and co-ordinate signing of the same.
- Collect one month’s rent in advance and one month’s deposit minimum to be lodged and protected under a relevant deposit protection scheme.
- Prepare an inventory of condition, fixtures and fittings and co-ordinate the signing of the same.
- Erect a ‘To-Let’ marketing board and a ‘Let By’ marketing board, to be removed within 14 days of completion of letting.

FULL MANAGEMENT SERVICE (Please Tick)

In addition to the above, Full Management Service includes the following:

- Arrange and co-ordinate tenants occupation and vacation of the premises.
- Conduct non-invasive property visits whilst the tenant is in occupation.
- Oversee the register of the new tenants with relevant utility providers and local authorities.
- Arrange for appropriate tradesmen to effect necessary repairs approved by the landlord, but with reference to points 18, 19 & 20.

Name of Landlord

Signature of Landlord

Date

AGENT’S NAME: SEALEYS LETTING AGENTS LTD
AGENT’S ADDRESS: 1 CLIVE ROAD, GRAVESEND, KENT, DA11 0RS

Signed for on behalf of Sealeys Ltd

Date