

## TERMS AND CONDITIONS

Landlord's Name

Landlord's Address

Property to Let Address

Phone

Email

The landlord(s) (and their successor in title) appoints PMP International to let and / or manage their property, to act on their behalf and authorises the agency to advertise and arrange for prospective tenants to view the property subject to the terms and condition set out below.

### Please indicate which of our services you require

#### 1. Services and agency fees:

##### 1.1 Letting Only Service

(10%) plus VAT (12%) of the gross rent for the period of the agreed tenancy term, payable in full at the commencement of the tenancy. Fees for the renewal of tenancy or extensions to the same tenant (or any associated party) will be levied at the same rate. If the tenancy is terminated prior to the end date of the tenancy agreement by the Tenant commission will be refunded to the Landlord on a pro-rata basis. An additional fee of 8% plus VAT will be added for all Short Lets which are of an initial term of less than six months.

##### 1.2 Letting and Rent Collection Service

(12%) plus VAT (14.4%) of the gross rent for the period of the agreed tenancy term, payable in full at the commencement of the tenancy. Fees for the renewal of tenancy or extensions to the same tenant (or any associated party) will be levied at the same rate. If the tenancy is terminated prior to the end date of the tenancy agreement by the Tenant commission will be refunded to the Landlord on a pro-rata basis. An additional fee of 8% plus VAT will be added for all Short Lets which are of an initial term of less than six months.

##### 1.3 Full Management Service

(17%) plus VAT (20.4%) of the gross rent for the period of the agreed tenancy term, payable in full at the commencement of the tenancy. Fees for the renewal of tenancy or extensions to the same tenant (or any associated party) will be levied at the same rate. If the tenancy is terminated prior to the end date of the tenancy agreement by the Tenant commission will be refunded to the Landlord on a pro-rata basis without condition. An additional fee of 8% plus VAT will be added for all Short Lets which are of an initial term of less than six months.

**ON RECEIPT OF YOUR FORMAL INSTRUCTIONS BY SIGNING THIS DOCUMENT WE WILL DO THE FOLLOWING, DEPENDING ON THE OPTION YOU HAVE CHOSEN:**

#### 2. Letting only Service (Tenant Find)

2.1 Prepare particulars of the property for immediate circulation to prospective tenants and market/advertise as necessary.

2.2 Apply for and obtain relevant personal and financial references in connection with each tenant that is due to sign the tenancy agreement (except where instructed not to by the landlord).

2.3 Prepare all necessary tenancy agreements and relevant notices and coordinate the signing of the same by each party.

2.4 Advise the in going tenant(s) of the procedure for registering with the appropriate services (where applicable) into the tenant's name for supply during the tenancy period.

2.5 Collect the agreed advance rental, together with a deposit in respect of dilapidations and for any non-performance of the tenant's tenancy obligations.

2.6 Arrange for the preparation of an inventory of fixtures and fittings, if instructed to do so by yourself (subject to additional charges as mentioned)

2.7 To erect a "To Let" marketing board at the property and to replace the same with a "Let By" marketing board when suitable tenants have been found for the property. Please inform us if you do NOT wish for a board to be erected at your property.

### 3. Letting & Rent Collection Service (Part Management)

In addition to providing the service listed under our Letting Only Service above, we will also undertake the following:

3.1 We will make demands of the monthly rent due from the tenant(s) in respect of the property let. (The agency will not act as a debt collector)

3.2 Upon receipt of the rent paid by the said tenant(s), to pay the same over to you to your nominated Bank / Building Society account as per any pre arrangement made.

3.3 To prepare monthly Statements detailing payment received by the agent on behalf of the Landlord's let property and to clearly state any deductions or fees made by the agency.

3.4 Allowing time for cheque clearance, we will normally account to you within ten working days from the rent receipt date

### 4. Full Management Service

In addition to the Letting Only Service and Rent Collection Service mentioned above, we will also:

4.1 Arrange and co-ordinate the Tenants occupation and vacation of the premises

4.2 We will by pre-arrangement provide property visits whilst the tenant(s) are in occupation with a written report at the request of the landlord

4.3 Arrange for appropriate tradesman to effect necessary repairs and decoration.

### 5. Additional Charges Payable to the Agent

5.1 Unless otherwise instructed or otherwise provided we will arrange for a check in inventory and a check out inventory by an independent inventory clerk. The Landlord is responsible for the cost of inventories.

5.2 The cost of any redirected mail on behalf of the landlord shall be recoverable.

5.3 For short lets unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

5.4 Unless otherwise instructed or otherwise provided we will arrange an Electrical Performance Certificate (EPC), Electrical Installation Condition Report (EICR) and Gas Safety Certificate (GSC) the cost of which is borne by the Landlord. An EPC is required by law to market the property. An EICR and where applicable, a GSC, must be provided to a Tenant prior to the commencement of the tenancy.

5.5 For Managed properties should emergency works be required, and we are unable to contact you, we will arrange these works on your behalf.

5.6 Rent, float, tax deductions and Tenant's deposits will pass through the PMP International Client Accounts. Any interest credited by virtue of the aggregate accumulated balance will be retained by PMP International to cover administrative expenses in maintaining this account.

## **6. The Landlord acknowledges that:**

6.1 The property is subject to mortgage/loan – Where the property to be let as detailed above is subject to a mortgage or loan for which it is being held as security then permission to let will need to be obtained from the lender(s) prior to the commencement of the Let.

6.2 Property Insurance – Adequate levels of insurance cover on the buildings and contents of the property being let should be maintained throughout the term of the tenancy.

6.3 Safety Regulations – The Landlord will fully comply with the furniture & Furnishing (Fire) (Safety) (Amendments) Regulations 1996; Gas installation (Safety & Uses) Regulation 1996; Electrical Equipment (Safety) Regulations 1994, the energy Performance of buildings (Certificates & Inspection) (England & Wales) Regulations 2007, or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time.

6.4 Legal Action – The Landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for repossession of the property, including any other matters relating to the tenancy between the landlord and his/her tenant(s). Plus be responsible for the payment of all fees and costs relating to such matters.

6.5 Resident Outside the UK – Where the landlord resides abroad (outside England or Wales) and is not registered for 'self-assessment' then tax at the current rate by law must be deducted and retained by the agency until authority to pay over the money has been obtained from HMRC. The Landlord must seek to register himself under the Non-Resident Landlord Scheme if living abroad for more than six months of a given year. The appropriate forms may be obtained via the internet within the centre for Non-Residents section of HMRC's website, address as follows: <https://www.gov.uk/government/collections/non-resident-landlords-forms>. The Landlord must arrange for HMRC to send the appropriate authorisation number directly to PMP International at our registered address – funds cannot be disbursed to the Landlord until such approval number is received. PMP International's reference number is 904/NA066191. This number should be used on relevant forms where requested.

6.6 The Landlord – Confirms that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority, and that the property complies with all relevant regulations.

6.7 Sale of the Property – Should at any time after the commencement of the tenancy unconditional contracts for the sale of the Landlord's property are exchanged with the tenant or any associated party, the agency will be entitled to a commission of 2% of the sale price, including fixtures and fittings, Plus VAT.

6.8 The Landlord: Agrees to maintain the property to a good standard of repair throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and condition of the tenancy agreement.

6.9 The landlord – Allows the agency power of attorney to deal with statutory notices, and inventory matters where applicable. Please be advised that PMP International WILL NOT sign any tenancy agreement or contract on a Landlords behalf unless specifically requested to do so in writing by the landlord

6.10 The Landlord – Undertakes to indemnify the agency within seven days of a demand for payment against the agency for all claims, costs and expenses of whatever nature made against the agency concerning the landlord or landlord's property.

6.11 The Landlord – Agrees that these Terms are applicable to any other property they instruct us on unless specifically agreed otherwise in writing.

6.12 The Agency – Reserves the right to give 30 days' notice in writing to landlord to terminate this agreement stating the reason for doing so.

6.13 The agency – Accepts no liability for any damage or theft at the property whilst vacant or between letting. The agency recommends the landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. No property management service or agency service is offered during this period. A separate caretaking agreement will need to be entered into between the agency and landlord.

6.14 As part of our duty of care to our tenants, PMP International endeavours to offer all new tenants clean and tidy properties with safe, functioning gas and electrical equipment. We can assist in organising the necessary gas and electrical certificates as well as organise for the property to be cleaned. The landlord is responsible for all charges relating to safety certificates and property cleaning.

Please note that all properties should be cleaned and safety checks completed prior to the start of any tenancy agreement

## 7. Tenancy Deposit Protection

All security deposits paid in connection with an Assured Short hold Tenancy must be secured by a government authorised scheme. Should the landlord fail to safeguard the deposit with one of the approved schemes and/or fail to inform the tenant of the details of the chosen scheme within the specific time period the Landlord can be ordered to pay compensation up to three times the amount of the initial deposit. PMP International are registered with The Deposit Protection Service (DPS) Custodial Scheme and we will register the deposit unless you instruct us otherwise. Should you wish to join an insurance-based scheme independently we would ask that we are notified in writing prior to the start of the contract.

## 8. Notice of right to cancel (Pursuant to The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008)

You may have a statutory right to cancel this Agreement within 14 days of receipt of this document, but cancellation must be made in writing and should be sent to us at: 94 Belsize Lane, Belsize Park, NW3 5BE or by email to [info@pmpi.co.uk](mailto:info@pmpi.co.uk)

LANDLORD'S FULL NAME: \_\_\_\_\_

LANDLORD'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**If you are not the legal owner of the named property but have been authorised to sign on their behalf please provide your full name, contact address and telephone number in addition to the full names of all legal owners.**

**Please provide us with your utility account providers:**

	Provider	Account number
Gas		
Electricity		
Water		
Council Tax		

**Please provide us with your bank details:**

Account name \_\_\_\_\_ Account Number \_\_\_\_\_

Bank \_\_\_\_\_ Sort Code \_\_\_\_\_