

TERMS OF BUSINESS

1. That the client is authorized to, and is contracting on behalf of all the owners of the premises.
2. That the client authorises Tobin Jones Property to sign all related legal documents on their behalf.
3. That the client has the following consents and permissions to the letting or will obtain them prior to a tenancy being created: (i) written consent from the clients mortgage lender (if any) (ii) written consent from the freeholder or Superior Landlord (if any).
4. That the client will comply with the following conditions for the duration of any tenancy created:
 - (i). Insure the premises and the fixtures and fittings to their full value with a reputable insurer for all of the usual risks.
 - (ii). Repair or replace any defective appliance or item of furniture, which was supplied at the start of a tenancy, subject to the need for repair or replacement nor being due to the Tenants neglect or mis-use.
 - (iii). Ensure that all gas (natural or LPG) appliances and installations have been serviced and checked to comply with current safety regulations and provide to us a Gas Safety certificate prior to the first tenancy being created and on the annual anniversary. In the event we do not have a valid Landlords Gas Safety Certificate 48 hours before signing of the tenancy or before expiry of the previous certificate we reserve the right to have a Landlords Gas Safety Certificate carried out at the clients cost without further reference to them.
 - (iv). Ensure that all electrical appliances have been checked to comply with current safety legislation.
 - (v). Ensure that furniture and furnishings meet current safety standards and that we are authorised to replace any non-compliant items with compliant items of the like quality at your cost.
 - (vi). Arrange for Service Charges or Ground Rent demands to be paid by Direct Debit from the clients bank account or to have demand notices sent to the agent for payment on their behalf.
 - (vii). That the client will serve notices (including notice of their requirement to regain possession of the premises) by recorded delivery to the agent at the address notified to the client from time to time and which is currently: Pevensey House, 27 Sheep Street, Bicester, Oxon, OX26 6JF.
 - (viii). The client will either provide a valid Energy Performance Certificate (EPC) to comply with current legislation before the property can be marketed, or, in the event this is not forthcoming we reserve the right to have the EPC carried out on the clients behalf at the clients cost.
5. The agent neither guarantees nor warrants that any tenancy will be free from the protection of the Rent Acts or Housing Acts or that any tenant will not be entitled to any statutory security of tenure following the expiration of the contractual term of tenancy.
6. The agent shall reserve the right to instruct a solicitor, accountant, surveyor or other professional specialist on its client's behalf if it considers it necessary. The client will be responsible for the cost of such services.
7. The agent shall not be liable to any client for any act or omission on their part not amounting to wilful default.
8. The agent shall not be held responsible for payment of client's debts or disbursements.
9. Landlords or tenants shall not hold the agent responsible for council tax liabilities incurred.
10. The agent shall not be held responsible for any unilateral actions or decisions taken by its clients or tenants.
11. The Agent as soon as reasonably possible will remit client's monies after collection.
12. Where a client account is in debit any request for balance payment not settled within thirty days of such request may be subject to a credit surcharge at the rate of 10% per month accruing on a daily basis.
13. The agent and the landlord shall comply fully with the Taxes Management Act 1970 or any successor thereto.
14. It is agreed that all expenses, fees, disbursements, charges or costs incurred by the agent in the management of the client's property may be deducted by the agent from rents and/or other monies received by the agent on behalf of the client.
15. (i). It is agreed that if any person or party introduced by the agent purchases a property of which he has had a tenancy during the previous twenty four months then the client will pay to the agent 1.75% of the agreed purchase price of the property plus VAT as a sale commission.
(ii). In the event the landlords interest in the property is sold to another landlord with a tenant on a tenancy introduced by the agent the landlord shall be required to make payment of £500+VAT.
16. That the client agrees to pay the fees and service charges detailed in this agreement, subject to:

- (i). The agents right to vary the fees and service charges by giving the client not less than 30 days notice in writing.
 - ii). The agents right to deduct fees and service charges from rent received and if there are insufficient funds available that the client agrees to pay the outstanding balance within 30 days whether formally demanded or not.
 - (iii) That the client will forward funds immediately upon our request in cases where there is a shortfall in funds held in the client account to meet liabilities that the agents have properly entered into on the clients behalf.
 - (iv) That the agents are entitled to deduct fees and service charges due from rent received.
 - (v). That the client agrees to forgo the right to interest on balances held in the client account.
 - (vi). That the clients agree to the agents holding the Tenants Security Deposit on their behalf.
 - (vi) That the clients agree to the cost of the agents appointing a Solicitor on their behalf to take possession proceedings in cases of rent arrears or other breach of the Tenancy Agreement by the Tenant.
17. The terms of this agreement will apply to any further properties the clients instruct the agents with unless specifically altered by either party as a separate agreement.
 18. In the event that works are required to the property or on the clients behalf to ensure compliance with either terms of the Landlord and Tenant Acts or any other relevant legislation and the client is either uncontactable, declines or omits to have the works carried out regardless of our detailed instructions the agent shall have such works carried out and the landlord shall bear the costs as a legal disbursement.
 19. The client authorizes a minimum expenditure of £50.00 plus V.A.T (if applicable) on their behalf at the agents discretion in the event of repair or other required works or quotations relating to the property and or its management at any one time. Where the client has already authorized a greater figure than this then the greater figure shall stand.
 20. In the event the property is empty the agent reserves the right to have garden works carried out as required to maintain the condition of the garden. These costs will be the liability of the landlord unless a tenancy was still in place.
 21. In the event the property is empty and is in our opinion subject to danger of freezing we reserve the right to enter and have a tradesman visit to make appropriate settings to heating or to drain heating systems down. These costs will be the liability of the landlord.

Tenant Find and install Service / Letting Service

Where the agents are instructed to find a tenant only they will:

1. Advise on the market rent and give an indication of demand. They shall make recommendations to improve the speed of letting.
2. They shall explain the legal and safety issues relating to residential lettings.
3. They shall market the premises for let including some or all of the following:
 - Enter the property details including a digital image onto their website and property portals.
 - Prepare colour property particulars and mail to applicable entries on their mailing list.
 - Advertise in the local press
 - Erect a board (planning and Freeholder consents permitting)
4. They will screen tenant enquiries against the clients' pre-agreed requirements.
5. They shall conduct viewing of the premises, which will be accompanied by a member of staff unless agreed otherwise.
6. They shall have prospective tenants complete a detailed credit reference application.
7. They shall make a recommendation based on credit rating, employer and former Landlord reference (if appropriate).
8. They shall arrange to draw up a Tenancy Agreement including the correct legal notices to protect the clients' rights to repossession and (on the clients instruction) the legal notices to protect the clients mortgage lender's rights.
9. They shall arrange for the Tenants to pay in cleared funds the first month's rent and a Security Deposit as specified in the tenancy agreement.

Full Management Service

Where the agents are instructed to fully manage a property they will in addition to the above:

1. Arrange for the Tenancy to be extended for a further term subject to no notice requiring possession being received from you and the Tenants agreement to the extension.
2. Administer any claims arising on insurance policies arranged through the agency.
3. At the clients' option and cost as detailed in the Summary of Service the agents will arrange to prepare an inventory of the premises.
4. At the clients' option and cost as detailed in the Summary of Service the agents will conduct visits to the property and report to the client. Please note that the agents representatives are not qualified Surveyors and their report cannot be relied upon to detect structural problems. The agents do not inspect loft spaces unless specifically instructed to do so.
5. They will arrange to inspect the premises at the end of a Tenancy (a 'check-out') note any change in condition and make a recommended assessment of the Tenants liability to fund remedial work.

6. Payment of Tax on your rental income. If the client is a non resident and lives or spends more than six months per year outside the UK and unless they provide the agent with an approval certificate from the Inland Revenue for each named Landlord then the agent will remit rental income minus any tax legally due to comply with the relevant legislation.

Fees

Letting Fee = £175.00 (unfurnished property), £200.00 (furnished property) due at the beginning of each new tenancy with a new tenant (Covers half the costs of the agreement, counterpart agreement and schedule of condition and inventory with the tenants responsible for the balance.

Tenancy renewal fee = £100.00 due when an existing tenancy is renewed.

The client will be liable to pay the fees and service charges to the agent, if at any time they enter into a Tenancy Agreement:

1. With a tenant introduced by the agent during the period of their Agency or with whom they had negotiations about the premises during that period; or with a tenant introduced by another agent during that period.
2. The Agency agreement will continue until the client gives the agent valid written notice of termination.
3. The client can terminate this Agreement with two months notice if the agent has failed to provide the services and the client has notified the agent in writing to their address and asked them to remedy the failure and they have failed to do so within a reasonable period of receipt of the clients' letter.
4. The client can terminate this Agreement upon the vacation of the Tenant with two months written notice to the agents.
5. The agents can terminate this Agreement if the client has failed to meet their obligations and the agents have written to them at their correspondence address and asked them to remedy the failure and they have not done so within 30 days of the agents' letter.
6. The agents can terminate this Agreement upon the vacation of the Tenant providing they supply written notice to the clients contact address.
7. All fees and charges are subject to VAT at the applicable rate at the time of supply of the service.