

Fully Managed Service Agreement

<p>Landlord:</p> <p>Name:</p> <p>Address: Tel:</p>	<p>Agent:</p> <p>Cambridge Property Lettings Limited 54 Roseford Road, Cambridge CB4 2HD</p> <p>Tel: 01223 322277 Fax: 01223 322277 Info@cambridgepropertylettings.co.uk</p>
<p>Landlord's Bank Account:</p> <p>Bank:</p> <p>Account number:</p> <p>Sort code:</p> <p>Reference:</p>	<p>Agent's Bank Account:</p> <p>Name of Bank: HSBC Account number: Sort code: Reference:</p>
<p>Property:</p>	<p>Date of Agreement:</p>

- 1.2 To market/advertise the Property to find suitable tenants.
- 1.3 To ascertain the tenants suitability by obtaining references including financial checks.
- 1.4 The preparation of a detailed inventory of the fixtures and fittings of the Property including taking all meter readings gas/electric/water/oil where applicable.
- 1.5 The collection of a security deposit equivalent to six weeks' rent (or such other period agreed by the Landlord) which will be held by the Agent.
- 1.6 The preparation of a tenancy agreement.
- 1.7 The execution of the tenancy agreement on behalf of the Landlord.
- 1.8 The collection of rent from the tenant by standing order on a monthly basis. The preparation of a monthly statement of income and expenditure will be forwarded to the Landlord or his/her representative.
- 1.9 Taking necessary action to pursue rent arrears on behalf of the Landlord and at Landlord's cost.
- 1.10 Checking the Property at the end of the tenancy and agreeing on dilapidations/damages.
- 1.11 Organising the renewal of the tenancy to the existing tenants when applicable and arranging rent reviews at the renewal.
- 1.12 Serving notice for possession of the Property when instructed.
- 1.13 Instructing contractors and organising general repairs and maintenance on the Property as agreed with the Landlord.
- 1.14 Regular Property Inspections. Reports are not compiled while the Property is vacant.

2. THE LANDLORD AGREES:

- 2.1. To advise the insurers of the buildings and contents of the proposed tenancy.
- 2.2. To obtain written consent from the mortgagees where applicable.
- 2.3. The Agent may deduct from rent received any monies that the

agreement including those set out in clauses 2.6 and 3 on the due date (time being of the essence). All fees and commission are subject to VAT (currently the current rate).

- 2.6. Should a tenant purchase the Property from the Landlord the Landlord will pay the Agent commission at the rate of 1.0% of the agreed selling price plus VAT thereon.
- 2.7. The responsibility for the Property reverts to the Landlord at the termination of the tenancy and the vacation by the tenant.
- 2.8. The Agent will hold the deposit paid by the tenant against dilapidations and damage, and rent arrears, as agent for the Landlord unless caretaking instructions are agreed.
- 2.9. The Agent has the authority to sign the Tenancy Agreement and Legal Notices, on behalf of the Landlord.
- 2.10. Further to clause 1.13, that the Agent is authorised to arrange repairs/maintenance work up to a value of £250 in respect of the Property without prior authorisation. In the case of an unforeseen emergency, where contact with the Landlord is not possible, the Agent is authorised to arrange work to a higher value to deal effectively with the emergency. The cost of such work will be recovered from current rent income, or at the Agent's option, funded by the Landlord as necessary.
- 2.11. The Agent may erect a board, where appropriate, signifying that the Property is available for letting.
- 2.12. The Agent may rely upon any financial check on a proposed tenant obtained from a suitable organisation.
- 2.13. If there is more than one Landlord the obligations of each Landlord are joint and several.
- 2.14. The Agent may act as the Landlord's managing agent and in particular may act in the name of the Landlord in connection with the following:
 - a. Attending to all insurance claims in relation to the Property or any tenancy thereof including [rent] Rent Guarantee indemnity and legal costs insurance policy where applicable.

- a. Commission at the rate 5.0% (plus VAT at the current rate).
- b. Setting up fees £None.
- c. Tenant finding fees £None
- d. Inventory preparation fee
 - 1. bedroom property £75 plus VAT
 - 2. bedroom property £85 plus VAT
 - 3. bedroom property £95 plus VAT
 - 4. bedroom property £105 plus VAT
 - 5. bedroom property £115 plus VAT
- e. Mandatory deposit scheme: £30.00 (plus VAT)

3.2 RENT REVIEW

For the service of reviewing and implementing any increase in the rent a fee of £100 (plus VAT at the current rate), together with Agent's reasonable costs in responding to and generally dealing with any reference to the Rent Assessment Committee.

3.3 WORK SUPERVISION AND ARRANGEMENT FEES

Charge of 15% (plus VAT at the current rate) of cost or repairs/routine maintenance work may be made for work carried out in excess of £750 per annum.

3.6 **LEGAL PROCEEDINGS**

By signing this Agreement the Landlord authorises the Agent to instruct a solicitor to institute legal proceedings in the name of the Landlord should his tenant be in breach of the tenancy agreement. If the Landlord does not subscribe to Rent Guarantee and Legal Costs Insurance the Landlord agrees to pay the costs of the proceedings, as charged by the acting solicitor or Debt Collecting Agency, and if required will pay funds on account of costs.

3.7 **VARIATION OF FEES**

The Agent reserves the right to vary the fees set out in clause 3 by giving three month's written notice to the Landlord.

3.8 **INTEREST**

Interest accruing on funds held by the Agent before the transfer to the Landlord's account (including interest on the deposit) will be retained by the Agent. The Agent reserves the right to charge interest on sums due from the Landlord but not paid on the due date. Interest will be at 4% over the HSBC base rate from time to time compounded monthly.

4. **RENT**

- 4.1 The Landlord instructs the Agent to agree a rent of between £ and £ per calendar month.

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

0845 226 7837
www.thedisputeservice.co.uk
deposits@tds.gb.com
01494 431 123

5.2 At the end of the tenancy

- 5.2.1 If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the deposit will be made within ten working days of written consent from both parties.
- 5.2.2 If, after ten working days following notification of a dispute to the Agent and reasonable attempts have been in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to cooperate with any adjudication.
- 5.2.3 When the amount in dispute is over £5,000, the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an

so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement, signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

5.2.6 If there is a dispute CPL must remit to the Dispute Service Ltd. the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within ten working days of being told that a dispute has been registered whether or not you want to contest it. Failure to do so will not delay the adjudication but the Dispute Service Ltd. will take appropriate action to recover the deposit and discipline CPL.

5.2.7 CPL must cooperate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute.

5.3 The Landlord warrants that all the information that he has provided is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the agent, which causes the agent to suffer loss, or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the agent for all losses suffered.

6 TAXES MANAGEMENT ACT 1970 (OVERSEAS CLIENTS)

6.1 The Agent will liaise with the Landlord's tax advisors if requested to do so by the Landlord.

6.2 Where applicable, the Agent will retain an appropriate sum in

- 7.1 Either party has the right to terminate this agreement in writing on the vacation of the tenant, or on the occasion of a material breach of any condition of this agreement during a tenancy.
- 7.2 The Landlord may terminate this Agreement in writing at any time before the acceptance by the Agent of the Referencing Forms and fees subject to Administration/Advertising costs incurred by the Agent.
- 7.3 The Agent reserves the right to assign its rights and/or obligations under this agreement where appropriate.
- 7.4 The Agent shall have no responsibility to the Landlord for any errors or omissions unless the Agent acted without Landlord's consent or acted recklessly.
- 7.5 This agreement shall be governed by and construed in accordance with English law.

We live or in the future intend to live abroad [with earnings not subject to UK tax] **Yes/No**

If 'Yes' please give Inland Revenue

Exemption number.....

Landlord's Signature(s)

.....

.....

specified in this agreement.

.....
Trevor Hames

Ref: May 2008

SAMPLE

SAMPLE