

MANAGEMENT SERVICE TERMS OF BUSINESS

TERRY OLPIN PROPERTY MANAGEMENT

DEFINITIONS

Agent means Terry Olpin Property Management

Property is that detailed in Section 2 and subject to management by Agent

Landlord means owner of Property

The Dispute Service Limited means the deposit protection scheme, hereafter referred to as TDS Ltd of which the Agent is a member

Deposit money held by the Agent as Stakeholder as security against breach by the tenant of any part of the tenancy agreement

Stakeholder holds the deposit and requires both Landlords and Tenants agreement before return, apportionment or passing the deposit to TDS Ltd for adjudication

ICE means Independent Case Examiner of the Dispute Service Ltd acting during adjudication

SECTION 1: FEES

- i) 12.5% payable on all rents collected.
- ii) £75 set up/ administration fee payable at the change of tenant(s).
- iii) £65 administration fee payable at renewal or extension of Tenancy to an existing tenant.

ALL FEES ARE SUBJECT TO VAT @ 20%

SECTION 2: DETAILS OF PROPERTY TO LET

<p>PROPERTY NAME/NO: _____</p> <p>STREET: _____</p> <p>AREA: _____</p> <p>TOWN: _____</p> <p>POST CODE: _____</p> <p>DESCRIPTION: <u>House/Bungalow/Maisonette</u> <u>Flat/Studio/Room/Bedsit/with Garden</u> <u>Excluding Roof Space</u> <u>Unfurn/Part Furn/Basic Furn</u></p> <p>RENT Per calendar month: _____</p> <p>LET ADVERTISING BOARD: <u>YES/NO</u></p> <p>TYPE OF TENANCY: <u>Assured Shorthold/ Assured</u> (NB Assured tenancy agreement only used when rent is £25,000 or over per annum. If assured tenancy is used disregard terms and conditions in relation to the tenancy deposit scheme as these do not apply)</p>	<p style="text-align: center;">TENANCY RESTRICTIONS</p> <p>Professionals: <u>Yes/No Max No.</u></p> <p>Students: <u>Yes/No Max No.</u></p> <p>Children: <u>Yes/No Max No.</u></p> <p>Pets: <u>Yes/No/By Neg</u></p> <p>Others: _____</p> <p style="text-align: center;">OUTGOINGS PAYABLE BY TENANT</p> <p>Elec: <u>YES/NO</u></p> <p>Gas: <u>YES/NO</u></p> <p>Water: <u>YES/NO</u></p> <p>Sewage: <u>YES/NO</u></p> <p>Council Tax: <u>YES/NO</u></p> <p>Oil: <u>YES/NO</u></p>
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SECTION 3: LANDLORD PARTICULARS

TITLE: MR/MRS/MR & MRS/MS/DR (Delete as applicable)	
FIRST NAME(S): _____	
SURNAME(S): _____	
ADDRESS: _____	
POSTCODE: _____	
TELEPHONE NO: (HOME) _____	(WORK) _____
(MOBILE) _____	(FAX) _____
(EMAIL): _____	

EMERGENCY CONTACT: (RELATIVE/FRIEND TO ACT ON YOUR BEHALF IN AN EMERGENCY)

POST CODE _____

TELEPHONE NO:(HOME) _____ (WORK/MOBILE) _____ (EMAIL) _____

SECTION 4: GENERAL DETAILS OF PROPERTY

	ELEC METER	GAS METER	GAS ON/OFF VALVE	FUSE BOX	INSIDE WATER STOP TAP	CH/HW BOILER
1. LOCATION OF						
2. CENTRAL HEATING/HOT WATER BOILER MAKE AND MODEL NO:						
3. DETAILS OF COMMUNICATION COMPANIES (e.g. Telephone, Satellite, Digital, Cable)						
4. DETAILS OF APPLIANCES WITH GUARANTEES: (Copies to be left with agent)						
NAME	GUARANTEE DETAILS				Contact Telephone Number	
5. DETAILS OF SERVICE CONTRACT: (Gardeners/Cleaners etc)						
NAME	ADDRESS				Contact Telephone Number	
6. DETAILS OF MANAGEMENT COMPANY: (e.g. Flats/Maisonette)						
NAME	ADDRESS				Contact Telephone Number	
7. UTILITY COMPANIES/LOCAL AUTHORITY						
	ELECTRICITY	GAS	WATER	SEWAGE	LOCAL AUTHORITY	
SUPPLIERS NAME/LOCAL AUTHORITY			Bristol Water	Wessex Water		

SECTION 5: PROPERTY OUTGOINGS (IF APPLICABLE)

	BY LANDLORD	BY AGENT
GROUND RENT/RENT CHARGE	✓	
INSURANCE		
Buildings	✓	
Contents	✓	
Legal Protection	✓	
SERVICE CONTRACTS	✓	
OTHER PAYMENTS (To be specified by L/Lord)		

SECTION 6: GENERAL MAINTENANCE/REPAIRS

AS LANDLORD(S) WE PROVIDE AUTHORITY FOR THE AGENT TO ARRANGE NECESSARY MAINTENANCE WITHIN A SPENDING LIMIT OF £150 + VAT / REQUEST THAT THE AGENT REFER ALL MAINTENANCE ISSUES TO THE LANDLORD PRIOR TO ANY EXPENDITURE (Delete as applicable)

NB: All the out goings will be paid from the rental income. During the term of management, The Agent may request a working balance to cover expenditure if there are not sufficient funds from the rental income.

SECTION 7: LANDLORDS FINANCIAL AFFAIRS

CURRENT BANK ACCOUNT DETAILS:

BANK NAME: _____

BANK ADDRESS: _____

POST CODE: _____

ACCOUNT HOLDERS NAME: _____

ACCOUNT NO: _____

SORT CODE: _____

HOW IS RENT BALANCE TO BE PAID? (delete as applicable)

RENT BALANCE TO BE PAID: DIRECT TO THE ABOVE CURRENT ACCOUNT/ BY CHEQUE

ACCOUNTANT: (ONLY NECESSARY TO PROVIDE IF LANDLORD RESIDES ABROAD)

NAME: _____

ADDRESS: _____

POST CODE: _____

CONTACT _____

TEL NO: _____

INSURANCE COMPANY DETAILS:	BUILDINGS:	CONTENTS:
NAME: _____	_____	_____
ADDRESS: _____	_____	_____
CONTACT: _____	_____	_____
TEL NO: _____	_____	_____

SECTION 8: LANDLORDS TAX AFFAIRS

TAXES MANAGEMENT ACT:

Where the Landlord of property resides abroad, the Inland Revenue will hold the Agent, responsible for the payment of any tax liability, which arises on rents collected by the Agent on the Landlords behalf. Accordingly, if the Landlord is resident abroad it will be necessary for the Agent to deduct income tax at the basic rate and hold the amount so deducted, to the Landlords credit until it is appropriate for the Agent to make payments to the Inland Revenue. The monies deducted will be placed on deposit in a separate bank account.

With effect from 6th April 1996 any landlord may apply to the Inland Revenue direct or with the assistance of an accountant, to receive the net rent without the Agent deducting income tax at the basic rate. In the absence of agreement, in writing from the Inland Revenue, (Form NRL8), it will be necessary for the Agent to deduct income tax at the current rate on the net rental income and make quarterly payment to the Inland Revenue, **for which an additional charge of £25, plus VAT, per quarter will apply.**

The Agent is required by Inland Revenue annually to provide details of gross rents, expenditure and tax declarations on all overseas landlords. The additional work is over and above our normal management service, **for which an additional charge of £45 plus VAT per annum will apply.**

The liability, which is eventually agreed by the Inland Revenue, may be considerably less than the amount paid, therefore it is essential that the Landlord employs an accountant to look after their affairs in their absence and complete the Landlords annual tax return.

SHOULD THE LANDLORD PRESENTLY RESIDE WITHIN THE U.K. BUT SUBSEQUENTLY MOVE ABROAD, THE AGENT MUST BE GIVEN PRIOR NOTICE AND DETAILS OF THE LANDLORDS ACCOUNTANT.

SECTION 9: GENERAL ADVICE NOTES, TERMS & CONDITIONS

1. **MORTGAGES**

If the property to be let is subject to a mortgage, permission must be obtained from the lender i.e. building society or bank. The lender has certain requirements that must be satisfied prior to permission being granted. Please ensure as Landlord you have liaised with the mortgagee to receive consent for the letting of the property prior to instructing the Agent.

2. **BUILDINGS & CONTENTS INSURANCE**

The Landlord should make certain that the building and contents are adequately insured and that the policies cover the property whilst it is being let. Many household policies do not.

3. **THE RENT**

Unless otherwise agreed, the rent quoted to a tenant by the Agent on the Landlords behalf must be inclusive of all outgoing (i.e., ground rent, service charges etc) for which the Landlord is responsible, with the exception of gas, electricity, water & sewage charges, oil (where there is an oil fired heating system) telephone and Council Tax.

4. **INSTRUCTION TO SOLICITORS**

The Landlord will be informed of any rent arrears and breaches of covenant, brought to the Agents attention. However, if it is necessary for a solicitor to take action the Landlord will be responsible for instructing their own lawyer and for all fees involved.

5. **VOID PERIODS**

It must be noted that the Agents Management Service does not apply for periods that the property is empty.

6. **LEASEHOLD PROPERTY**

If the property to be let is leasehold, please ensure:

- i) The intended letting is permitted by the terms of the lease.
- ii) Any agreed tenancy is for a period expiring prior to the termination of the Landlords lease.

7. **POST**

It is important that the Landlord makes arrangements for their post to be redirected by the Royal Mail, prior to the commencement of letting. The Agent will not redirect mail.

8. **TELEPHONE**

Telecommunication companies will only disconnect or reconnect a telephone line with direct instructions from the USER. A credit check system and deposits are usual requirements of telecommunications companies. Unfortunately as the third party the Agent is unable to make arrangements in this respect.

9. **UNUSUAL OR ADDITIONAL COSTS**

There are occasions when work is required beyond the Agents reasonable management contract, such as Court work, litigation, witness expenses, emergencies, supervision of major maintenance works, legal fees for non standard agreements or advice. The Agent reserves the right to charge administration fees but these and the rate applicable will be agreed in advance wherever possible.

10. **GENERAL**
If the property is jointly owned, prior to any letting permission must be obtained from all the owners, who should be named on the tenancy agreement. Prior to the commencement of a letting, the Landlord is responsible to ensure that the property is in good condition throughout. In particular it must be clean and in good repair, with all domestic appliances safe and in full working order. Safety regulations relating to Gas appliances, installations & pipework, electric portable appliances & soft furnishings apply to Landlords renting residential property. In the event that the Landlord wishes to instruct their own Contractor, in order to obtain the relevant safety certificates, it is the Landlords responsibility to ensure that these are in date at all times, and that copies are given to the Agent who will retain the information on file. The Landlord agrees to the Agent instructing contractors to carry out these tests in the event that they are noted to be out of date or certificates have not been received from the Landlord, without further notice. It is not sufficient that the Landlord solely retains these certificates.
11. **PURCHASE BY PARTY INTRODUCED BY THE AGENT**
In the event that a tenant or potential tenant, introduced to you by the Agent, negotiates the purchase of the property let or to be let by the Agent, commission will be payable to the Agent at a rate of 1% of the registered purchase price or £950, whichever is the greater. The fee is payable upon completion of a sale whether or not negotiations have been carried out by the Agent. All fees are subject to VAT at the prevailing rate.
12. **TERMINATION OF MANAGEMENT OF SERVICES**
In the event of the Landlord wishing to terminate the Agents Management Service, not less than two months written notice will be required, and not expiring before the end of the fixed period of the tenancy agreement. The Agent reserves the right to terminate the agreement forthwith without notice.
13. **THE TENANCY DEPOSIT**
The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

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

☐phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123
- 13.1 The Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the Tenancy Deposit Scheme.
- 13.2 The Agent holds tenancy deposits as Stakeholder.
- 13.3 **At the end of the tenancy covered by the Tenancy Deposit Scheme**
- 13.3.1 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 10 working days of written consent from both parties.
- 13.3.2 If, after 14 working days following notification of a dispute to the Agent and reasonable attempts have been made 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 (subject to 13.3.3 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.
- 13.3.3 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 administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 13.3.4 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- 13.3.5 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do 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.
- 13.3.6 If there is a dispute the Agent 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 10 working days of being told that a dispute has been registered whether or not the Landlord or the Agent 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 the Agent.
- 13.3.7 The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

