

### LETTING SERVICE

The fee for introducing a Tenant is 10% (on a sole agency basis) of the first year's rental plus VAT, and is 12% (on a multiple agency basis) of the first year's rental plus VAT, ignoring any options for either party to terminate, with a minimum charge of £350 plus VAT. In the event that the original term is extended beyond one year whether or not the renewal is arranged by us, to either the same Tenant or any person or company connected with this Tenant, a further commission at the reduced rate of 7.5% plus VAT will be due. This fee is due for all subsequent renewals of the Tenancy, for any term, whether or not the renewal was arranged by Relocate-me and is payable on or before the start date of the extension.

### MULTIPLE AGENCY

By entering into a Multiple Agency agreement you have the right to instruct other agents in addition to Relocate-me without our consent.

### SOLE AGENCY

By entering into a Sole Agency agreement you will be liable to pay remuneration to Relocate-me in addition to any other costs or charges agreed, if at any time contracts for the letting of the property are exchanged with a tenant introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period, or a tenant introduced by another agent during that period.

### SHORT TERM TENANCIES/HOLIDAY LETS

The fee for introducing a Tenant is 15% plus VAT of the total rent due for the entire agreed term or any extension. This applies to all Tenancies under 26 weeks, with a minimum charge of £350 plus VAT.

### EARLY TERMINATION

In the event of an early termination (between 6 and 12 months) by the Tenant or Landlord, Relocate-me will have a 30-days exclusive period from the termination of the last tenancy to re-let the property. If we have not found a new tenant within 30-days, after that time the Landlord may then instruct other agents and Relocate-me will refund fees on a pro-rata basis. Please note that fees are not refundable in the event of an early termination by the Landlord for the purposes of either moving back into the property or to let it out through another Agency within the 30 day exclusive period.

### TENANCY RENEWAL

To regain possession of the property at the end of the fixed term, or if the Tenancy is periodic at the end of a period, the Landlord must serve a Tenant a Notice seeking possession known as a Section 21 Notice. The notice period is a minimum of two months. If the Landlord has not given or sent his Notice to the Tenant he is not entitled to possession, even if the fixed term or the period of the Tenancy has ended.

A Section 21 notice will be served on your Tenant 2 months and 2 weeks prior to the end of the Tenancy. We will also attempt to negotiate a renewal of the tenancy without prejudice to the Section 21 notice unless you instruct us not to do so.

During the term of the original tenancy it is of the utmost importance whether we manage the property or not that we are notified of any changes in contact details for both you and your tenants as we will need to contact both parties to negotiate a possible tenancy renewal. If you do not wish for us to handle the negotiations, again we will need written confirmation to our head office of your wishes. **STAMP DUTY LAND TAX (OPTIONAL)**

### SALE OF PROPERTY

If you sell the property subject to the Tenancy, you will continue to be liable for commission on all extensions. You may assign your obligations to the purchaser, but you must obtain their agreement in writing before you complete the sale.

If the purchaser agrees to take over your obligation to us, you must send us their signed agreement undertaking to be responsible for our fees, and his name and address, otherwise you will remain liable for the commission up until such time as the tenant (or any person or company connected with this tenant) vacates the property.

A new tax called stamp duty land tax (SDLT) was introduced from 1st December 2003. It is a tax on transactions concerned with:

- The sale/purchase of land and property
- The creation of leases
- Certain financial transactions

The SDLT has to be paid by the tenant. The landlord and the agent are not responsible for paying the SDLT

### PURCHASE OF PROPERTY

In the event that the Tenant, or anyone connected with the Tenant eventually purchases the property at any time after the commencement of the Tenancy, we shall be entitled to our fee to be calculated at 2.5% plus VAT of the purchase price if we are sole agents or 3% plus VAT if we are multiple agents payable upon completion.

### PAYMENT

All fees become payable in full as soon as the Tenancy Agreement is signed and the first instalment of rent is paid. If the Tenancy is for longer than one year, fees become payable annually in advance with renewal fees payable on or before the start date of the extension.

### GAS SAFETY CERTIFICATE

By Law all Landlords are responsible for all gas equipment, pipework and appliances and for making sure that appliances conform to these regulations including an inspection by a CORGI registered installer at LEAST every 12 months. As a Landlord you are legally obliged to keep a record of the safety checks and tenants must be supplied with a copy of the Gas Inspection Certificate or displayed at the property.

A safety inspection must be completed satisfactorily PRIOR to any letting and a report provided to the Tenant and the Agent. You warrant to Relocate-me that these regulations have and will continue to be fully complied by you for the duration of the Tenancy and should the Tenancy renew, you will be responsible for arranging a new certificate.

We would appreciate if you could provide us with a valid gas certificate three working days prior to the date of the tenancy commencing. Should we not receive a valid gas certificate from you by such time we will instruct our CORGI registered plumber to carry out an inspection and the cost of the certificate will be due and payable by you upon commencement of the letting.

### INSTRUCTION OF SOLICITORS

You will be informed immediately of any rent arrears or breaches of covenant brought to our attention. Should it be necessary to place any such matters in the hands of solicitors it is the Landlord's responsibility to instruct a solicitor and meet the costs of any expenses incurred in this respect. If however you desire, Relocate-me can instruct a solicitor on your behalf upon receipt of written confirmation.

### COURTS AND TRIBUNALS

Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other Court or Tribunal will be by special arrangement only and will form the subject of an additional charge to be agreed.

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales to which notices may be served to you. Although we do our utmost to forward any notices to you promptly, we cannot accept liability for any loss or damage incurred whether directly or indirectly from our actions in this respect

#### THE TENANCY DEPOSIT

From 6th April 2007, all Landlords are required to protect their Tenants' deposits by registering them with a government-authorised tenancy deposit scheme.

You are required to register with either one of the two Insurance Schemes (TDS or TDSL) or with the only free scheme - The DPS (custodial scheme). Within 14 days of receiving the deposit you are required to register the deposit and to provide the Tenant with details of how their deposit is protected, including:

- the contact details of the tenancy deposit scheme selected
- your contact details
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

Failure to comply with the schemes could result in the Tenant taking Court action and you could be fined three times the deposit amount and you could have difficulty in obtaining possession. You warrant to **Relocate-me** that these regulations have and will continue to be fully complied by you for the duration of the Tenancy including any subsequent renewal.

#### Letting Service

1. Inspection of the property, advice on rental you are likely to achieve.
2. Undertaking a comprehensive marketing campaign.
3. Arrange for prospective Tenants to view the property always accompanied by a member of staff unless otherwise arranged and thereafter to negotiate and agree the terms of the Tenancy.

**If a suitable tenant is found who makes an offer acceptable to the Landlord, then the following services will be undertaken:**

1. We will apply for the necessary financial and/or personal references whilst Relocate-me will take care in the taking up of references and selection of potential tenants, we cannot accept any responsibility or liability should a tenant prove to be unsatisfactory in any way. We do offer a referencing service through FCC PARAGON who are able to provide a rental warrantee for the tenants, for **£176.25 incl VAT** for a one year tenancy agreement and **£111.63 incl VAT** for a six month tenancy. Should you wish to obtain further details please go to [www.fccparagon.co.uk](http://www.fccparagon.co.uk)
2. Prepare the Tenancy Agreement, unless otherwise instructed and thereafter supervise and co-ordinate the documentation until such time as the Agreement has been signed and an exchange has been affected.
3. To arrange for a deposit of six weeks rental to be paid in advance and to account to the Landlord as soon as the funds have been cleared through our account.
4. To arrange for the first installment of rent to be paid in advance and to account to the Landlord as soon as the funds have been cleared through our bank.
5. Make arrangements at your request for a specialist firm to prepare an Inventory prior to the start of the Tenant taking occupation and arranging for the Inventory to be checked at the end of the Tenancy.
6. Make arrangements at your request for a specialist cleaning firm to attend the property prior to occupation by the Tenant.
7. Make arrangements at your request to purchase a Fire safety pack to be fitted in your property prior to occupation by the Tenant
8. Advise the tenant to arrange for the rent to be credited directly into your own bank account.

We cannot accept any responsibility or liability should a tenant fail to comply.

(NB) All on left services are optional and no reduction in our fees will be made if anyone or all of the services are not required.

#### ADDITIONAL CHARGES

##### Abortive Costs

1. If we have agreed to the terms of a tenancy with the Landlord and we are instructed to proceed with the formalities, to prepare and agree the documentation and apply for the relevant references etc, and should the Landlord withdraw from a transaction, then the Landlord shall reimburse us the costs of £500.00 inclusive of VAT.

The Landlord shall not, however be responsible for the aforementioned costs, if the references on the proposed Tenant prove to be unsuitable or if the Tenant withdraws from the transaction prior to completion.

2. If any bank charges are incurred by us when either depositing or remitting funds in connection with the letting, then such charges shall be recoverable from the Landlord.
3. If we are requested by the Landlord to arrange for an Inventory to be prepared then such cost shall be recoverable from the Landlord. Under the terms of our standard form of Tenancy agreement the Landlord is responsible for the cost of having the Inventory checked at the commencement of the Tenancy and the Tenant for the cost of having the Inventory checked at the end of the Tenancy. If any variation is made then any costs incurred by us shall be recoverable from the Landlord.
4. If during the course of the Tenancy it becomes necessary to instruct Solicitors on your behalf, then their costs would not be included in our fees.