

## SCHEDULE OF SERVICES, CHARGES AND LANDLORDS RESPONSIBILITIES

Our property management service provides specialist assistance at all levels. Our full management service means that Relocate-me takes responsibility for all aspects of the tenancy including rent collection, holding of deposit as stakeholder, payment of all routine outgoings on your behalf and handling all planned and emergency repairs within agreed financial limits and attending all communications with the Tenants. Our on-line banking facilities give you peace of mind that your tenant is up to date with their rent payments, with the monies going into your account without delay, with monthly statements to you. Also, if required we will liaise with your accountant and/or Inland Revenue concerning tax liability, assessments and payments. At the end of the tenancy we will arrange cleaning, repairs and replacement of any missing items.

As a Landlord with Relocate-me managing your property you can be assured that we will at all times do our best to ensure you receive a service which we believe is second to none.

### Definitions:

"**the Deposit**" means the sum paid by the Tenant to the Landlord on the signing of the Tenancy Agreement to be held as security for the performance of the Tenant's obligations under the Tenancy Agreement and to compensate the Landlord for any breach by the Tenant of those obligations;

"**Stakeholder**" means as agent for the Landlord and for the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant, or the consent of the Court, or with an adjudication decision from a tenancy deposit scheme.

"**ICE**" means the Independent Case Examiner of The Dispute Service Limited.

### RELOCATE-ME management service will:

- a) Hold the dilapidations deposit throughout the term of the tenancy
- b) Collect the rent and account to you upon receipt
- c) Instruct the various utility authorities to provide final accounts and advise them of the new occupant.
- d) Deal with routine management matters including minor works up to £300 for any item without further instructions from you unless agreed otherwise. In order to provide such a service, we would set up a float from the initial payment of rent and maintain it at the agreed level from subsequent net rents passing from the Tenant(s) to yourself. In particular, please note under no circumstances will we arrange for works prior to a letting unless we are holding sufficient funds from you to cover such cost.
- e) Deal with matters of redecoration, replacement or repair between £300 and £500 with your verbal authority (save in case of emergency and/or when it is impractical to do so). Following your approval of written estimates, we will organise and inspect works in excess of £500 for an additional administration and arrangement fee of 10% plus VAT of the cost of the works, such charge to be deducted from any monies received by us on your behalf unless payment is received from you direct.

f) To pay from rent received such outgoings as ground rent, insurance premiums, rates, service charges, maintenance contracts etc. (on receipt of demand), all on the sole basis that we hold sufficient funds on your behalf. Although we will use our best endeavors to query any obvious discrepancies as we discover them, we must emphasise that we are entitled to accept and pay on your behalf demands and accounts that appear to be correct.

g) Periodic inspection of the property during the tenancy with a written report to you on each occasion if requested. This is purely a visual impression and we cannot accept responsibility for defects or damages which are not visibly apparent and not drawn to our attention by the Tenant(s).

h) Relocate-me will handle on your behalf any insurance claim arising during the tenancy. An administration fee of 10% of the cost of the works will be applicable. Should you decide not to proceed with any insurance claim we shall be entitled to charge for the work undertaken by RELOCATE-ME.

i) Except in cases where the Landlord intends to re-occupy the accommodation and where special arrangements are made, our appointment is for the agreed period of the tenancy agreement or extension thereof, thereafter subject to three months notice to terminate on either side.

j) A minimum contingency sum of £300 will be required in order to effect a management service.

k) Arrange Inventory at beginning (payable by Landlord) and at the end of the tenancy (payable by the tenant(s)).

l) At the termination of the tenancy put in hand any cleaning and repair works arising out of schedule of dilapidations produced by the professional independent inventory company and obtain estimates for major works if appropriate. We will submit the same to both landlord and tenant, requesting agreement on what amount is to be deducted from the dilapidations deposit. If we have been unable to reach an agreement with both parties within 5 days of this submission, we reserve the right at our sole discretion to refer the matter to the Independent Complaints Examiner (ICE) who will appoint an adjudicator to consider the evidence and issue a decision within 10 working days of receiving all the necessary papers. We will also transfer the deposit to The Dispute Service Limited who will pay out the deposit according to the instructions of the ICE following his award.

Note: All the above services are optional and no reduction in our fees will be made if any of these services are not required. Our fees are 6% plus VAT of the yearly rent and paid to us monthly in advance.

- a) To ensure that all Rental, Hire payments and Hire Purchase installments are paid for the term of the Tenancy.
- b) To obtain the necessary consent to sub-let from the Head Lessor, Mortgagee etc.
- c) To arrange payment of mortgage repayments and insurance premiums. You should make certain that the property and contents are adequately insured and that your policy covers furnished lettings, many Household Policies do not do so. We have a Financial Services Company that can arrange this for you.
- d) You should also ensure that the premises are insured against any damage suffered during any period when the property is vacant, and advise the insurance company if the property is unoccupied for more than twenty-eight days. We can undertake to carry out regular inspections of the property but cannot accept responsibility or liability for damage to the property from burst pipes, tanks or damage arising from adverse weather conditions or any other cause whether during or letting any vacant period.
- e) To provide Relocate-me with authorisation to sign and finalise the Tenancy Agreement in your absence or to provide us with the name of the person who has your Power of Attorney.
- f) Where possible, Telephone, Gas and Electricity Accounts should be settled up to the date of your vacating the property.
- g) If you are a non-resident or the Landlord Company is registered outside the UK, we are obliged to retain Tax at Standard Rate (for further information please see our enclosed Brief Guide to Lettings and Tax for overseas Landlords).
- h) In most cases the Tax liability may be considerably less than the amount we have retained and we suggest you employ a Tax Advisor or an Accountant to agree your assessments annually. Once this is settled with the Inspector of Taxes we will be able to account to you for any balances we have deducted for that Tax Year. Alternatively, a letter of Indemnification from your Accountants or Tax Advisors will allow us to pay rents over to your gross of the tax and you will have to make your own arrangements for the payment of your tax. We can recommend an Accountant to you if you wish.
- i) Arrange for your local Post Office to redirect your mail.
- j) To hand the property over in a clean and tidy condition.
- k) To ensure that all furniture and furnishings comply with any Fire Safety Regulations from time to time in force and to indemnify us against all claims, costs, expenses, damages, fines that we may incur arising from any breach thereof including any legal or other costs and expenses we incur in defending any claims proceedings or prosecutions that may be brought against us.

#### THE TENANCY DEPOSIT

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

Phone 0845 226 7837  
Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

1. We are a member of the Tenancy Deposit Scheme ("the TDS"), which is administered by THE TENANCY DEPOSIT :
  2. We shall hold the deposit under the terms of the Tenancy Deposit Scheme.
  3. If you decide to hold the deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with another government-approved tenancy deposit protection scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy (as defined under the Housing Act 1988 (as amended)). If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial tenancy deposit scheme administered by The Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the deposit. While the deposit remains unregistered, you will be unable to serve a valid Section 21 Notice on your Tenant, and further the Court will not grant you a possession order. We have no liability for any loss you may suffer as a result of failing to comply with the legislation.
  4. Unless otherwise directed, we shall hold any deposits as Stakeholder.
- AT THE END OF THE TENANCY COVERED BY THE TENANCY DEPOSIT SCHEME**
5. If there is no dispute over the deductions from the deposit, we will keep any agreed 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 entered into between the Landlord and the Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.
  6. If, after 10 working days following notification of a dispute to us or to you, and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between you and the Tenant over the allocation of the deposit, it will (subject to 7 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

7. When the amount in dispute is over £5,000, the Tenant and you 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 TDS from time to time, shared equally between the you and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

8. The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected.

9. 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.

10. If there is a dispute we must remit to the TDS 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 you or we want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline us.

11. We 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.

**INCORRECT INFORMATION-**

12. The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent that 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.

**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 desired Relocate-me can instruct a solicitor on your behalf.

**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.

**PURCHASE BY PARTY INTRODUCED BY US**

In the event of a party introduced by us (or a body associated with that party) subsequently purchasing the premises, whether before or after entering into a Tenancy Agreement, commission shall be payable to us on completion of the sale at the equivalent of 2.5% plus VAT of the purchase price.

**LANDLORD AND TENANT ACT 1987**

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.

**ACCEPTANCE OF TERMS AND CONDITIONS**

I WOULD LIKE RELOCATE-ME TO LET MY PROPERTY

Rental property address.....

Name in full \_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_

I WOULD LIKE RELOCATE-ME TO MANAGE THE ABOVE PROPERTY

Signed \_\_\_\_\_ Dated \_\_\_\_\_