



ABBY HOMES

LETTINGS | SALES | MANAGEMENT

*Abby Homes Ltd,
lettings, Sales and
Management
Services.*

Terms & Condition.

The Company:
Abby Homes Limited
3, Pepper Street, Dockland, London E14 9RB

T: 0207 538 4411

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Connect with us on Social Media



Abby Homes Ltd, Registered in England and Wales No. 8058928 | Vat Registration number
184130524

Terms & Conditions Between

The Company:

Abby Homes Limited

3, Pepper Street, Dockland, London E14 9RB

And The Landlord:

Regarding The Property:

Signed:..... Signed:..... Date:.....

The Landlord

For and on behalf of Abby Homes

Abby Homes Ltd is appointed by the Landlord as letting Agent to perform the service selected below according to the terms and conditions contained in this Agreement. If you do not understand any part of this agreement, we suggest that you seek independent advice.

- | | | |
|--------------------------|---------------------------------|--|
| <input type="checkbox"/> | Letting Only Service: | 10% + Vat Commission (payable in advance) |
| <input type="checkbox"/> | Full Management Service: | 12% + Vat Commission (6% payable at the commencement of the tenancy 6% payable over the remainder of the tenancy) |

The above commissions are charged at the specified rate for the initial 12 month term of the tenancy (or such other rental term agreed with you and the tenants) and are subject to VAT at the prevailing rate. Commission charges in respect of the Let only shall be subject to a minimum charge of £450.00 plus VAT. The above commissions shall apply in respect of the service provided by Abby Homes Ltd unless otherwise agreed to the contrary in writing.

Please confirm the following by circling either YES or NO:

Valid gas check safety certificate? **£80 +vat - YES/NO**

Energy Performance Certificate? **£80 +vat- YES/NO**

Valid electrical safety certificate? **£199 +vat -YES/NO**

Do you require an inventory? Depending on size of property - **£120+ vat - YES/NO**

Property inspection(s) properties per visit **£20+ vat per visit- YES/NO**

Do you require a property licence? Admin fee **£199 + vat- YES/NO**

I have given authority for Abby Homes to register my Tenant's Deposit? **£50 + vat - YES/NO**

www.mydeposits.co.uk or www.depositprotection.com)

Who is the provider for the current utilities?

A VALID LANDLORDS GAS SAFETY CERTIFICATE AND AN ENERGY PERFORMANCE CERTIFICATE (EPC) MUST BE RETURNED WITH THE SIGNED TERMS OF BUSINESS.

TERMS AND CONDITIONS

LET ONLY SERVICE

Under the letting only service, collection of rent and the organisation of repairs etc are the responsibility of the Landlord who should communicate directly with the Tenant.

1. Under the letting only service, the Company agrees to provide the following services:-
 - (a) To provide a rental valuation of the property and to give advice as required.
 - (b) To advertise for and interview prospective tenants of the property
 - (c) To accompany prospective tenants on visits to the property
 - (d) To take up references and check on prospective tenants as appropriate
 - (e) To advise tenants of their obligations regarding the transfer of gas, electricity, telephone and Council Tax accounts.
 - (f) Prior to the tenants entry into occupation of the property, to collect a security deposit equivalent to 1 calendar months' rent and to account for this to the Landlord
 - (g) To prepare the form of a tenancy agreement for the period agreed with the Landlord and (unless otherwise instructed) to sign the tenancy agreement on behalf of the Landlord. A charge of £99 + vat is payable for preparation and completion of a tenancy agreement

- 2 In the event that the landlord has not instructed Abby Homes to compile an inventory on their behalf we recommend that the Landlord should make arrangements to draw up and complete an inventory and schedule of condition within 14 days of the commencement of the tenancy.

Note: If required Abby Homes can prepare an inventory on your behalf. Inventory preparation is a one off cost and any updates that are required will be subject to an additional charge. A quote for the preparation of an inventory can be provided.

- 3 The Landlord agrees to pay to the company in consideration of the letting only service in advance from the tenancy move in monies a fee equivalent to 10% + vat of one years' rent, reserved by the tenancy agreement.

- 4 No Fee Refund on Let Only service.

The Landlords obligations apply in all instances:

- 5 Throughout the duration of this agreement, to make the property available to the company for the performance of its duties hereunder.

- 6 Prior to the grant of a tenancy agreement to ensure that all furniture and furnishings, appliances and apparatus left in the property comply with all statutory regulations and in particular The Gas Safety (Installation and Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 and the Smoke Detectors Act 1991 and to provide to the company a Landlords gas check certificate of safety for the property. If a Gas Safety Certificate cannot be provided to Abby Homes by 24 hours prior to the

commencement of the tenancy Abby Homes is authorised under this agreement to carry out this inspection and certification at a **cost of £80 + vat**. Electrical Safety Certificates cost **of £80** must be provided within 7 days of the tenancy commencement, if arranged by us this will cost £199 + vat for an IEE Certificate (Institute of Electrical Engineers) including a PAT (Portable Appliance Test). The Landlords' responsibility regarding these regulations shall apply even if the company signs a tenancy agreement as agent for the Landlord.

- 7 To keep the property and all applicable contents, fixtures / fittings therein, fully insured in its full reinstatement value against perils of a normally insurable nature and to inform the insurer that the property is to be let. It should be noted that Abby Homes does not administer any claim arising from these insurances nor will Abby Homes handle general insurance claims or organise works in respect of such claims on the behalf of the Landlord.
- 8 To advise the company of all relevant information concerning the property, including any covenant or restriction affecting the use of the property.
- 9 To supply a full set of keys to the property for each tenant. Where this is not done an administration charge of £25 plus the cost of cutting keys, may be levied.
- 10 In the interest of the Landlord a letting board will be erected at the premises unless otherwise instructed.
- 11 Unless otherwise instructed, the company reserves the right to advertise the property on the Internet.
- 12 The Landlord agrees and acknowledges that information provided by the company is done so on the assumption that it is not used as the sole basis for a decision by the Landlord in deciding upon the suitability of any particular tenant.
- 13 If the Landlord resides overseas (outside the UK for more than six months continuously) the company will apply the Inland Revenue non-resident Landlords' regulations. There will be an additional charge of £199 + vat to cover additional administrative expense (overseas calls etc.).
- 14 In the event that the Landlord sells the property to the tenant or to a member of the tenants family whether during or after expiry of the term of a tenancy agreement, or the company sells the property as agent of the Landlord, the Landlord agrees to pay to the company a commission equal to 1.5% of the agreed sale price.
- 15 The Landlord agrees that the company is appointed to act as sole agents for the Landlords in relation to any sale to the tenant or to market the property during the tenancy under the sale terms (available on request). Such sole agency will end 6 weeks after the property becomes vacant.
- 16 Fees and commissions as set out in this agreement can only be changed or altered by the person identified as the local lettings manager.

- 17 While the property is let, the company may terminate this agreement at any time by giving to the Landlord not less than one month written notice to expire at any time in the event that the Landlord is in breach of his obligations in this agreement.
- 18 While the property is let, the Landlord may terminate this agreement at any time by giving the company not less than 3 months written notice to expire at any time. Where the Landlord terminates the management service, the Landlord will still remain liable for the letting only charges for the duration of the tenancy and any subsequent renewals.
- 19 On termination of this agreement, both parties shall be released from their obligations hereunder but without prejudice to the rights of either party in respect of any antecedent breach of this agreement and save for any continuing liability of the Landlord for the letting and management fee where a tenancy agreement is continuing after termination of this agreement.
- 20 On termination of this agreement where Abby Homes hold keys for the property. The Landlord should arrange for collection of the keys. Where this does not occur, we will dispose securely of the keys within 2 months of the termination of the agreement.
- 21 Tenants are responsible for paying water rates
- 22 The Landlord is responsible for providing an Energy Performance Certificate for the property. In the event that Abby Homes is not provided with a valid EPC at the point of instruction Abby Homes will carry-out an Energy Assessment and provide a Certificate in order to comply with the Landlords obligations under current Legislation. All costs in connection with obtaining an EPC will be for the account of that landlord and deducted from the monies received from the tenant at the commencement of the tenancy.

Note: If the tenant fails to pay these rates, the water supply could be cut off and this will result in a breach of the Landlords statutory obligations.

- 22 Amendments to this agreement will only be acceptable if agreed and any alterations initialled by the Landlord and the company representative.
- 23 There is an administration charge made payable by the tenants should they cancel before the tenancy agreement is signed. This will be held by the company to cover administration costs.
- 24 Whilst Abby Homes shall use its best commercial judgment in the selection of tenants and the execution of the service hereunder, Abby Homes shall not under any circumstances be liable for non-payment of rent or any other outcome of a tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks. Security deposits paid by tenants at the start of a tenancy will be received by Abby Homes only in the capacity of agent and passed to the Landlord or the Landlords nominee (subject to the provisions of the preceding paragraphs) and Abby Homes shall not be responsible for repayment of deposit money at the end of a tenancy.

- 25 All Landlord accounts will be settled via cheque within 7 working days from the beginning of the tenancy. This will be accompanied with a statement of account and sent to the address provided on the terms of business.
- 26 Abby Homes shall account to landlords for the deposit monies received from tenants on their behalf and the Landlord undertakes to comply with the requirements of the Housing Act 2004 in relation to holding tenants deposit monies and shall provide a certificate of compliance with the provisions of the Legislation to the tenants within 14 days of the commencement of a tenancy. The Landlord agrees to indemnify Abby Homes from any claim arising from the Landlords failure to comply with the requirements to safeguard tenant's deposits.

MANAGEMENT SERVICE

We have summarised below what we will and what we **cannot do** as part of this service. For instance we will pursue any rent arrears but we cannot undertake any legal proceedings for you. The details for full management are listed below:

We provide the following service:

Rent:

We will demand and collect rents from Tenants. We account for these monies to Landlords subject to deductions, e.g. management fees and repairs.

Upon collecting monies from Tenants, we will settle all accounts within 10 working days. Clearing involves the transfer of rent from Tenants bank account to the Abby Homes bank account and then to the Landlords bank account. **All payments will be made to the bank account details held in this agreement.**

We will pursue any outstanding rents, however as mentioned above, we cannot undertake any legal proceedings for you unless you have the **Platinum service £99pcm + vat.**

Property Repairs:

We offer a repair service which covers maintenance for the property. We will carry out any repairs up to £200.00 and refer to you for any repairs that amount to more than this figure.

If you are un-contactable and the repair/s required is deemed to be either of an urgent nature or within your statutory obligations as a Landlord, we will carry out the repair/s as necessary on your behalf.

Renewal Fees:

In the event that the tenancy continues for a greater period than the original term, whether or not this is arranged by Abby Homes Ltd, a fee of £500+ vat will apply. If there was a fee deduction agreed previous to the agreed term the percent will revert back to it original management fee 10% +vat (can be paid monthly), of the gross rental income for the period of the renewal will apply. The fee is payable if one or more of the tenants found by ABBY HOMES LTD continues to occupy the property. The fee is payable in advance within 7 days of the renewal date.

Under the Full Management Service the Company agrees to provide the following;

- 1 The undertaking of all the services provided under the Letting Only Service as set-out above.
- 2 To receive properly identified rent due to the Landlord in respect of the Property and within 10 days after receipt of any instalment due under the Tenancy Agreement to pay to the Landlord such rent, less any charges payable by the Landlord to the Company.
- 3 To respond to any disrepair reported by the tenant and to arrange for the work to be carried out by independent contractors regularly used by the company. This in accordance with the Property Repairs paragraph stated above.
- 4 We will notify you as the Landlord if rent is more than 28 days in arrears and of any other significant breach of the Tenancy Agreement of which the Company has notice.
- 5 The Company agrees to comply with all reasonable instructions of the Landlord relating to the management of the property and to manage the property on behalf of the Landlord in accordance with the principles of good management.

It should be noted that the company does not accept responsibility for the management of the property whilst it is untenanted unless expressly agreed in writing between the Company and the Landlord.

6. The Landlord agrees to indemnify the company where the Company has passed payments received from Tenants, or from any other party paying rent or the equivalent of rent on the Tenants behalf, to the Landlord and the payments have subsequently been returned by the Tenants bank or reclaimed by any other third party. The Landlord agrees to return to the Company, any monies received in this instance.
7. The Landlord agrees to ratify all legal actions taken by Abby Homes under this agreement.
- 8 Abby Homes will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.
9. Whilst The Agent shall use their best commercial judgment in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.
The Landlord expressly authorises Abby Homes to carryout annual Gas Safety Inspections within twelve monthly intervals by a suitably qualified gas safe Inspector at a charge of £80 (inc vat) as required by Statute such charge to be debited to the Landlords account

10. To fully protect the interests of Landlords and as a matter of best practice we advise that landlords ensure that their properties are tested and certified for electrical safety and that a suitable electrical safety certificate and a PAT (portable appliance test) certificate are be obtained within 28 days of the commencement of the tenancy.
11. A pro - rata refund will be paid to the Landlord on the management fees taken in advance only, should the tenant surrender the tenancy before expiration date of the tenancy. This will be based on the total fee payable, divided by the number of months of the tenancy duration and offset against a subsequent tenancy arranged by Abby Homes. No fee refunds on Let only service charged.
13. Property licensing must be provided by the landlord if it's required by the local authority (borough council).
14. A new term of business (T&C) must be signed after every fixed term agreement (AST).
15. If there was a fee deduction agreed previous to the agreed term the percent will revert back to its original management fee 10% + vat (monthly payment), of the gross rental income for the period of the renewal of the new terms. The fee is payable if one or more of the tenants found by ABBY HOMES LTD continues to occupy the property. The fee is payable in advance within 7 days of the renewal date unless agreed with a manager by writing.
16. If the tenants renewal the agreement (AST) the landlord agreed to adhere point 15

PLATINUM MANAGEMENT SERVICE Full Rent Protection Management

One week rent + vat, £150 set up fee, £99 + vat per month thereafter (includes eviction service).

1.

The following services are included in the platinum management service,

- **Letting services**
- **Management services**

When tenants can't or won't pay, you are protected, not only from rent arrears but also from any tenancy breach.

What does our rental protection plus cover?

- ✓ Full rent protection for the total monthly rent, for up to 4 tenants, as named on the Tenancy Agreement

- ✓ Rent payable until vacant possession is obtained with no time limit and regardless of when the fixed term tenancy ends
- ✓ Legal costs to obtain possession of the property if the tenant fails to pay the rent
- ✓ Total claims limit of £50,000
- ✓ Covers breaches of the tenancy agreement by the tenant, including non-payment of rent and expired section 21 notices
- ✓ Comprehensive tenant references included as part of the service
- ✓ Court attendance included as part of the service (at an additional fee)
- ✓ Cover available for six or twelve months to suit you
- ✓ Policy is fully transferrable to ensure continuous cover even when the tenants change (subject to satisfactory references)
- ✓ Nil excess with rent paid from the point of the first arrears

Relax in the knowledge that your rent is protected and you will not be out of pocket.

Our obligation to you is that in the event that there are any defaults in the payment of the Rent (as set out in the tenancy agreement) by the Tenant(s)/Guarantor(s) within the tenancy, we will pay Rent monthly, in arrears as per the rent amount on the tenancy agreement, until vacant possession is gained.

Payments will be made subject to any deductions agreed in the agency agreement. Deductions will also be made for any outstanding charges due from you.

In the event of payments being made under this warranty, all of your rights as Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient). By choosing this service you confirm and agree to the same. Recovery of rents paid out shall be at our sole discretion.

Should you receive any funds from any Tenant(s)/Guarantor(s) after any date of default which results in us having to pay any monies to you under the terms of this guarantee, you shall immediately notify us of such receipt and shall forward such funds to us immediately on receipt.

Please ask your agent for more information...

CHECKLIST

The purpose of this checklist is to ensure that our terms of business, procedures and policies have been explained to you. If you have any further queries please refer to your lettings negotiator.

- The liaison procedures with the company have been explained
- The contractual arrangement has been explained and it is understood that the tenancy agreement is between the Landlord and the tenant and that all tenants have joint and several liabilities under the tenancy agreement.
- The Landlord understands that he/she has received the tenants deposit money. The procedure on return of deposits has been explained. The provisions of the Housing Act 2004 in relation to the holding tenants deposit and the legal requirement to properly protect tenant's deposits monies by membership of either a custodial scheme or an insurance backed scheme has been explained and the Landlord understands that failure to comply will compromise the possession process should the Landlord wish to serve notice requiring possession and may result in the imposition of a fine for non-compliance.
- You have been reminded of your responsibilities to advise freeholders / mortgagers / block management companies, that the property will be let to tenants.
- You have been reminded of the importance of drawing up an inventory and schedule of condition and agreeing this with the tenants in order to minimise the likelihood of a dispute arising in relation to the condition of the property at the end of the tenancy.
- You have been reminded of your responsibility to advise buildings and contents insurers that the property is to be let and to make sure suitable insurance is in place.
- You have been reminded to close any outstanding utility and council tax accounts.
- Our fee structure and method of payment has been explained and it is understood.
- Your obligations in relation to gas and electrical safety have been explained and Abby Homes Ltd's policy in respect of the provision of certificates is understood.
- You understand that you have to obtain an Energy Performance Certificate prior to the marketing of a property for rental. In the event you do not provide this to us at the point of instruction we will carry-out an Energy Assessment on your behalf and account to you from the monies we receive from the tenant.

I/We wish to appoint you to act on **My/Our** behalf in accordance with this agreement and that **I/We**, have been advised of the responsibilities for gas, furniture and fire and electrical safety. **I/We** authorise Abby Homes to sign as agent an assured shorthold tenancy agreement in accordance with current legislation on **My/Our** behalf. **I/we*** further confirm that I am/we are authorised and/or entitled to enter in to this agreement.(* Delete as applicable)

Signed:

Print Name/s:
(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Date:

Signed by or on behalf of Agent:

Date:

LANDLORDS INFORMATION

Full address of property to be Let / Let and Managed:

.....
.....
.....
.....
.....Post Code.....

Landlords forwarding address:

.....
.....
.....
.....
.....Post Code.....

Landlords Contact Telephone numbers:

Landlords email address:

Landlords Bank details:

Bank Name:

Branch Address:

.....Post Code.....

Account Name:

Sort Code:

Account Number: