



TERMS AND CONDITIONS OF LETTINGS AND MANAGEMENT

Landlord's Name(s) :

Property Address

Landlord's Address :_

SERVICE REQ'D:

LET ONLY @ 9.6%



MANAGEMENT @ 2.4%



All prices inc VAT Management only fee 5% inc VAT

1. General

References to the Masculine gender include the feminine; and to the singular include the plural: Where VAT is applicable it will be charged at the appropriate rate.

SCALE OF CHARGES

2. Letting Service & Rent Collection - FEES

For the introduction of a Tenant, whether introduced directly or through agent or intermediary, who is acceptable to the Landlord, and who contracts personally or through a nominee or associated company to rent the property on acceptable terms We will collect the rent when due and account to the Landlord or his representative, pay direct into a bank account or as otherwise instructed. Allowing time for cheque clearance we will normally account to you in ten days from banking a tenant's cheque.

, our commission charges are as follows:

9.6% of the gross rental Inc VAT due for the entire agreed term of the Tenancy. The fees are payable monthly on the rent due date of the Tenancy and will be deducted from the monies received by Borthwicks on the Landlords behalf. A renewal of a 8% of the gross rental plus VAT. Charged On a Monthly Basis

If the tenant leaves prior to the end of the term of the Agreement, whether with the consent of the Landlord or otherwise, the Landlord shall not be entitled to reimbursement of any fees paid. However, Borthwicks shall be given a minimum of 30 days or such greater period as is agreed with the landlord to re-let the property and on finding a suitable Tenant will charge the Landlord the fees giving credit for fees already paid by the Landlord in respect of the period of non-occupation by the previous Tenant.

Borthwicks reserve the right to charge the Landlord a sum equivalent to one weeks rental for any abortive work involved in introducing a prospective Tenant who is accepted in principle but for any reason (except where references prove unsatisfactory) the Landlord does not grant a Tenancy.

SERVICES PROVIDED

We will advertise and offer your property to prospective Tenants and advise the Landlord or his representative of all reasonable offers. We will apply for the relevant financial and personal references which will be submitted to the Landlord or his authorised representative for approval.

Prepare and co-ordinate the signing of the Tenancy Agreement and accompanying documentation unless otherwise formally instructed. We reserve the right to make a charge of £180.00 Inc VAT for the preparation of the Tenancy Agreement plus £150.00 Inc VAT for Check-In/out against an Inventory, and an additional charge for any alterations or additions to the standard Agreement requested by the Landlord or Tenant.

The Landlord is required to provide Borthwicks with a copy of a valid Gas Safety Certificate, where a Gas supply exists to the property

If required arrange for a specialist company to prepare an inventory of contents and condition of the property, to check in and, at the expiry, check out the Tenant. The services of the specialist company, if required, will at the expense of the Landlord. In any event you are strongly advised to have an inventory prepared.

3. Renewals

The Landlord shall pay to Borthwicks at the renewal date 9.6% inc VAT of any subsequent rentals paid by a Tenant introduced by ourselves after the original Tenancy agreement has expired.

4. Property Management

2.4% for Property Management, which includes rent collection of the gross annual rent or pro-rata to the length of the term, Inc VAT, in addition to our Letting fee Chargeable on a monthly basis.

BORTHWICKS MANAGEMENT SERVICES

We undertake the following services as agents for the Landlord only where we have affected the original letting.

We will collect the rent when due. Deductions will be made for any outgoings during the period and will provide statements of account showing income and expenditure. We cannot pay outgoings on your behalf in excess of moneys available to us in the Landlord's account.

Advise the Ingoing Tenant of the procedure of registering the appropriate gas, electricity, telephone services and with the local authority in his name. If he requested final accounts for the landlord will be settled from available funds.

To arrange for appropriate tradesmen to effect necessary repairs to a maximum cost of £250 on any single item without referral to the Landlord. Estimates for repairs in excess of this figure will be obtained and the Landlord's written authority will be sought before works are commenced, except of emergency works. for supervision of works in excess of £200 Borthwicks will charge 12% Inc VAT of the net value of works completed

If so instructed, to pay all regular outgoing such as service charges, ground rent, insurance premiums, maintenance charges etc., on behalf of the Landlord.

Borthwicks cannot accept responsibility for any non performance by the Tenant of any of the terms of the tenancy agreement or for the state and condition in which the tenants leave the property on their vacation.

TAXATION

IMPORTANT

If you are resident outside the UK at any time during the term of the tenancy please read the following carefully.

Under the taxes management Act 1970, sections 78 and 83, this company is assessed for basic rate tax due from rents

collected on behalf of Landlords resident abroad. Borthwicks therefore reserve the right to retain a portion of the rental income to meet this tax assessment unless we receive a letter from your

Appointed representative, usually an accountant, who is resident in the UK advising us that he is empowered to deal with your affairs and that he accepts liability for payment to the Inland Revenue.

DILAPIDATION'S DEPOSIT

The Landlord shall remain liable to the tenant at all times for the deposit paid by the Tenant in respect of dilapidation's and non-performance of the Tenant's obligations.

LEGAL COSTS

The landlord will be responsible for taking any legal action necessary for rent recovery or any other matters pertaining to the Tenancy and will be responsible for payment of all fees and costs.

INSURANCE

The Landlord will be responsible for arranging and affecting all necessary insurance policies and for the payment of the renewal premiums, and for advising his insurers that the property is being let. We reserve the right to make a charge for dealing with an insurance claim on your behalf.

SOLE AGENCY

If we were to act as your sole agent then you will be liable to pay commission/fees to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the rental of the property are exchanged.

a) With the renter introduced by us during the period of our Sole Agency or with whom we had negotiations about the property during that period; OR

b) With a renter introduced by another estate agent during that period.

CONDITIONS

The Landlord must be aware that by signing this agreement unless pre-agreed in writing, the Sole Agency agreement will come into force.

SALE OF THE PROPERTY

The property may only be sold by Borthwicks Ltd during the term of sole agency. The commission charged will be 2.4% of the sale price inc V.A.T.

SHORT TERM LETTINGS

Same service as 2,4 &5 for a total fee of 24% inc VAT. Renewals are also payable at 24% Inc VAT Full Management is the only service Available for short term lettings.

I THE LANDLORD OR AUTHORISED REPRESENTATIVE WARRANT THAT I HAVE TITLE AND POWER TO ENTER INTO A TENANCY AGREEMENT AND THAT ALL NECESSARY LICENCES AND CONSENTS (IF ANY) HAVE BEEN OBTAINED.

I HEREBY AUTHORISE BORTHWICKS ESTATE AGENTS TO ACT ON MY BEHALF IN THE LETTING OF THE ABOVE PROPERTY DURING THE AGREED LETTING PERIOD, TO SIGN AGREEMENTS, *TO COLLECT RENTS WHERE DUE ON MY BEHALF.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS AND WILL PAY TO BORTHWICKS OR WHERE APPROPRIATE AUTHORISE BORTHWICKS TO DEDUCT FROM RENTAL INCOME THE LETTING, MANAGEMENT, RENEWAL, MISCELLANEOUS FEES, VAT AND EXPENSES AS DETAILED.

DO NOT SIGN THIS UNLESS YOU AGREE TO THE TERMS ABOVE

SIGNED..... DATED.....

SIGNED..... DATED.....

PLEASE PRINT NAME AND STATE WHETHER LANDLORD OR PERSON AUTHORISED TO SIGN ON BEHALF OF THE LANDLORD.