



SERVICE LEVEL OPTION AGREEMENT



Letting Only Service

- We shall attend the Property and advise you on rent achievable, dependent upon market conditions and the condition of the Property.
- The Property will be marketed using the appropriate media until such time as it is let. In addition, we may forward details of the property to other local agents with a view to finding a suitable Tenant for your Property with the minimum of delay.
- We will communicate all realistic and reasonable offers received to you with the minimum of delay and require your written acceptance of the offer.
- We will apply for written references to collect and verify the financial and/or personal references, credit worthiness and employment details of prospective tenants from employers and, where appropriate, instruct a reputable credit referencing agency.
- Where the applicant is a student that does not have a funded place, we will ensure that the relevant Guarantors Agreement is completed before signing an agreement on your behalf.
- Acceptance of a prospective tenant will be entirely at your discretion and we do not accept any responsibility for the credit worthiness of a Tenant.
- Unless instructed otherwise, we will prepare our standard College and County Tenancy Agreement and/or legal notices and oversee the signing and exchange of the Agreement.
- We will organize for funds equating to 1.5 months' rent to be transferred to the landlord's nominated deposit account provided we receive proof that the landlord is a member of an approved deposit scheme (and the landlord will be

responsible for ensuring compliance with the terms of the scheme). College and County is a member of the Tenancy Deposit Scheme, as administered by The Dispute Service Ltd, and if required funds can be held and registered by College and County as stakeholder on behalf of the landlord.



Let and Rent Collection Service (The above PLUS)

- We shall accompany all Tenants at the check in appointment for the Property.
- We shall take and retain meter readings at the commencement of the Tenancy. We will remind the in-going Tenants of their responsibility for the transfer of any relevant utility accounts into the Tenant's name which is also a requirement under the terms of the Tenancy. We shall not be held liable if utility services are disconnected or not transferred by the utility companies.
- We will endeavor to arrange for a direct debit to be set up so that the Tenant can send payments direct to us.
- We shall collect rent on the 1st day of each month after the start date of the Tenancy Agreement, and endeavor to pay landlords by 14th of that month.
- Monthly or quarterly statements of account will be sent to the Landlord within fourteen working days after receipt of cleared funds, less our agreed fees and expenses. These will be paid into the Landlord's nominated bank / building society account in the UK.
- We shall not be held responsible if the Tenant fails to pay his or her contractual rent. We will however take such action in the Landlord's name as is appropriate in the circumstances to recover rent arrears by serving the appropriate letter to the Tenant's home address. If this does not have the desired effect we will advise the Landlord to instruct specialist solicitors to take further action. The

Landlord will be responsible for all legal charges and expenses incurred in the recovery of rent arrears.

- Where instructed, we shall negotiate renewal or extension of the Tenancy Agreement, and/or serve appropriate notices prior to the termination of the Tenancy Agreement.
- We shall commission a check out inspection and report to the Landlord at the termination of the Tenancy Agreement.



Letting and Property Management Service (The above PLUS)

- We shall arrange for gas and electrical certificates if applicable.
- The Landlord will be responsible for the costs of arranging gas and electrical certificates including payment of the contractor's invoices, which we will deduct from the initial rent received.
- In the event that the Property requires any repairs/works after being notified by the Tenant, we will instruct the relevant contractors and supervise the said repairs/works and/or (if required) instruct, at the Landlord's expense, a surveyor to inspect and submit a report detailing the repairs/works necessary.
- Unless otherwise requested by the Landlord, we will instruct on the Landlords behalf contractors for all minor works (less than £120 including VAT) without the express consent of the Landlord. Any larger works over £120 (incl VAT) on completion will be subject to an admin charge at a rate of 10% (12% incl VAT) of the total cost of works.
- In all instances, we will endeavor to contact the Landlord prior to repair works being carried out but reserve the right to proceed with repairs at our total discretion in the event of an emergency, advising the Landlord at the earliest opportunity.

- In emergencies, or to enable a Landlord to comply with his or her statutory obligations or when we consider it necessary, we will act to protect the Landlord's interest without prior consultation.
- We will liaise where necessary, and if requested to do so, with the Landlord's accountants, solicitors, and superior landlords, managing agents, mortgages and insurance companies.
- We shall visit the Property not less than twice a year and no more than four times during the Tenancy and reporting back to the Landlord on its visual condition.
- We shall endeavor to obtain a forwarding address from the Tenant to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.



Other things to Note

- Unless agreed by special arrangement in writing, we are not responsible for the Property before the Tenancy commences, or between Tenancies, and no management arrangement exists for the Property until the Tenancy begins. The management arrangement ceases when the Tenancy expires.
- If we are successful in finding a Tenant for a Landlord's property who makes an offer which the Landlord accepts, subject to the references and subject to contract and the Landlord later withdraws from the proposed letting we will

charge the Landlord any marketing costs and our costs for administering the application.

- Should the Landlord wish to hold and register the Deposit we will require proof of their registration with a Scheme in accordance with the Housing Act 2004. The Landlord should also ensure that the necessary paperwork is completed and given to the tenants in order to comply with the regulations of the Scheme.
- *If we are required to prepare documentation in support of a dispute of deposit deductions, we reserve the right to charge £96 per hour incl VAT, to collate all required evidential material for submission, up to a maximum of £600 incl VAT.*
- If we are required to negotiate insurance claims on behalf of the Landlord a charge of 12% incl VAT of the total claim will be made.
- Either party can terminate the management services by giving three months written notice to the other, unless the material breach of contract, negligence or actions of either party make it impossible for the management services to continue.
- If the breach or action has not been remedied within thirty days of notice of the breach or action being given in writing then termination can be made with immediate effect by serving notice in writing.
- We shall be appointed to carry out management services for a minimum term of 12 months and our fees are payable for that period.



Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the English Courts shall have exclusive jurisdiction.

Money Laundering Regulation Requirements

In order to comply with the Proceeds of Crime Act 2002 Estate Agents are required to carry out identity checks before establishing a business relationship with any member of the public. Listed below are the forms of evidence that College and County is obliged to obtain.

We require from individuals two separate items of evidence, one to verify identity and one to verify address as follows:

To verify identity

Copy of UK passport
EU passport
Current full UK driving licence
with photograph

To verify address

Copy of recent utility bill
Current full UK driving licence
Recent bank or building society
statement



Acceptance of Terms and Conditions

We are legally required under the Unfair Terms in Consumer Contracts Regulations 1999 to ensure that our standard terms are fully understood and acceptable.

Consequently, if the Landlord does not understand or does not wish to accept any of our terms please advise us and we will be pleased to discuss them in more detail. By signing this acceptance form the Landlord accepts our Terms and Conditions.

I/We..... instruct College and County to act and accept that if College and County are successful in introducing a Tenant to:

Address of Property (ies)

.....
.....

Please indicate which service you require by ticking the appropriate box:

That I/we will pay the following charges:

- For the property management and letting service
- For the property management service
- Rent collection and letting service
- Letting only service
- Letting service for tenancies of 3 months or less
- For the decorating and refurbishment services

And I/we further understand and agree the Terms and Conditions including the charges set out in these Terms of business.

I/we authorize College and County to deduct from any rent collected all fees due and, where the Property management service has been selected, the amount required to pay

any bills, invoices and other demands which appear to be correct.

I/we confirm that all necessary consents to let the Property have been or will be obtained.

I/we confirm that there are no major repairs, construction or maintenance works or which I/we are aware of due to be carried out to the Property, or any of the adjoining properties, apart from those I/we have notified College and County about.

I/we confirm to have read and understood the College and County Guide to lettings and will ensure compliance with the landlord's regulations.



Warranty

By accepting these Terms and Conditions the Landlord warrants that:

All upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) do and will comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

All gas appliances within the property comply with the Gas Safety (Installation & Use) Regulations 1998.

All electrical installations and appliances within the property comply with the Electrical Equipment (Safety) Regulations 1994.

A risk assessment for fire and legionella has been carried out (or) / I have asked College and County to organize this on my behalf.

Name(s)

Signed by/on behalf of the Landlord

Date



Landlord's Details

Property Owner 1

Property Owner 2

Name

Name.....

Address

Address.....

.....

.....

.....

.....

.....

.....

Home Tel No

Home Tel No

Mobile No

Mobile No

Work Tel No

Work Tel No

Email Address

Email Address.....

Full Address of the Property to be let:

.....

Are you living or working abroad? Y/N CRN No:

Are you a member of an approved deposit scheme? Which?

Landlord's Bank details

Name and Address of Bank

.....

.....

Account Name

Account Number

Sort code

VAT Registration No: