

PORTFIELD GARRARD & WRIGHT

INDEPENDENT ESTATE AGENTS • SURVEYORS & VALUERS • RESIDENTIAL LETTING AGENTS • NEW HOME SALES

LETTING AND PROPERTY MANAGEMENT TERMS AND CONDITIONS

1. We will prepare the necessary tenancy agreement in respect of the lettings and will ensure that all necessary notices under the Rent Acts or Housing Acts are served on the tenants prior to commencement of the tenancy and at the termination.
2. In consideration of our agreeing to manage the letting of the above said property on behalf of yourselves we will be entitled to a commission of 12 % including VAT of the gross monthly rental, to be deducted by ourselves each calendar month. For example, if the monthly rent was £ , you will pay a fee of £ inclusive of VAT. **The rent will be £ per month.**
 - (i) Should the agreed rental be higher or lower than the example price, our commission fee will be correspondingly higher or lower.
- 2.1 The services we provide for managing the property on your behalf are:
 - (a) Receipt of rent on your behalf and accounting to you.
 - (b) Reminding tenants and advising you if the rent falls into arrears. Advising as to enforcement/collection processes and notices (if a notice to quit and possession proceedings are required we will instruct solicitors on your behalf with your prior approval at the time).
 - (c) Periodic inspections of the property which will normally be after 3 months, 6 months and thereafter 6 monthly subject to being allowed access by the tenant.
 - (d) Advising you of any required repairs and with your prior approval* arranging work to be undertaken. *(save for emergency repairs). We reserve the right to charge an administration fee of up to 10% including VAT of the total works authorised. This covers arranging the said repair with the tenant and contractor.
 - (e) Dealing with tenant enquiries and generally reporting to you.
3. A £ **bond** will be charged to the tenant as insurance against any defect or damage which may result from mis-use of the property. The bond will be held in the Deposit Protection Scheme and returned to the tenant on his departure subject to the property being in a satisfactory condition.
4. A setting up charge of £360 including VAT will be made for each new tenancy agreement, covering costs of: Preparing tenancy agreements and serving relevant notices, informing the relevant utilities of change of tenants, preparing inventory list (depending on size of property) and checking out inventory lists, taking up references and covering key accompanied viewings.
5. If the landlord requests credit checks and credit references, an additional charge of £36.00 including VAT will apply, per person.
6. Every month we will pay to you the net amount of rent held by ourselves in respect of the letting of the said property, less our commissions as herein before mentioned and the cost of any repairs specifically authorised by yourself.
7. The landlord confirms that the buildings and contents (where necessary) of the property are suitably insured including liability to the tenant or any occupiers or visitors to the property arising (without limiting the same) from the condition of the property or contents.
- 7.1 The Landlord acknowledges and confirms that Portfield Garrard & Wright are acting as the Landlords' agent only and have no liability for any claim arising from the condition of the property or its contents.
8. The landlord verifies he/she has received all consents necessary in order to let the property.
9. Should the need arise for the agency agreement to be terminated, 1months notice can be served prior to the end of a tenancy agreement by either party.
10. In the unlikely event that the landlord needs to take a tenant to court over non payment of rent or in order to obtain vacant possession, all legal and court costs are to be borne by the landlord. We reserve the right to charge for any requests we feel are outwith the management service while court proceedings are in process.

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Portfield Garrard & Wright Limited incorporated in England No. 5969064. Registered Office: 27 Hallgate, Doncaster. DN1 3NL



11. We reserve the right to charge for redirection of mail if requested & for overseas telephone calls or correspondence.
12. Should this agency agreement be terminated prior to a suitable tenant being found, we reserve the right to charge for any reasonable advertising costs incurred.
13. EPC – Please note that it is a legal requirement that an EPC is delivered ahead of marketing your property. We can help if you require. A Charge of £60.00 inclusive of VAT is payable.
14. You do have a right to cancel this agreement in writing a period of 14 days from the start of this agreement.
15. Portfield Garrard & Wright will not be responsible for any costs in relation to late payment or non payment of rent by the tenant or other parties.
16. LET ONLY SERVICE: 12% including VAT of the gross rent for the term of the tenancy (subject to minimum fee of £420 including VAT). For example, if the monthly rental was £....., you will pay a fee of £.....inclusive of VAT. Please note that if the rental price is higher or lower than the example price, our commission fee will be correspondingly higher or lower. An inventory will not be included as part of the service but can be supplied from £90 including VAT depending on the size of the property or by a professional company, if required, at an extra cost (please ask for details).
17. If the landlord requests credit checks and credit references, an additional charge of £36.00 including VAT will apply, per person.
18. It will be the landlord's responsibility to register the bond with an approved bond protection scheme.
19. In accordance with RICS regulations, Portfield Garrard & Wright Ltd operate a Complaints Handling Procedure. Any complaint should be sent in writing to the company's registered office addressed to the senior director.

Please note that it is a legal requirement that an Energy Performance Certificate is delivered ahead of marketing your property. We can help if you require. A charge of £60 inclusive of VAT is payable.

If a complaint cannot be resolved by the company's Complaints Handling Procedure, there is a redress mechanism to The Property Ombudsman (TPO) or the Surveyors Ombudsman Service (SOS) for individual complainants or the Surveyors Arbitration Scheme (SAS) where the complainant is a business.

Portfield Garrard & Wright Ltd will endeavour to acknowledge a complaint within 7 days of receiving same and to respond fully within 28 days of the receipt of the complaint.

Further details of the Complaints Handling Procedure can be obtained by contacting the company's registered office.

We pride ourselves as being a member of Property Ombudsman (www.tpos.co.uk). Any information you require please let us know.

Client Money Protection (CMP) is provided by RICS