



## **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 on the Open Doors website and other major property portals until such time as it is let.**
- **We will communicate all realistic and reasonable offers received to you with the minimum of delay.**
- **On agreement we will proceed with an application to include applying for references (where possible) and collecting and verifying the credit worthiness financial, personal, and employment details of prospective Tenant.**
- **If sufficient financial references are not available, we will ensure that the relevant Guarantor Agreement is completed before signing a Tenancy 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 Open Doors Tenancy Agreement and/or legal notices and oversee the signing and exchange of the Tenancy Agreement.**
- **Unless otherwise instructed, we will organise for funds equating to 5 weeks rent to be collected as a damages deposit. Open Doors is a member of the Tenancy Deposit Scheme and the Deposit Protection Service; funds will be held and**



registered by Open Doors as stakeholder on behalf of the Landlord.

- Where instructed, we shall negotiate the renewal or extension of the Tenancy Agreement, and/or serve appropriate notices prior to the termination of the Tenancy Agreement.

#### **Let and Rent Collection Service (The above PLUS)**

- We shall collect rent as per the Tenancy Agreement and endeavor to pay the Landlord, less our fees and any expenses incurred, within 5 working days of receipt of funds. Payments will be made into the Landlord's nominated bank account.
- Statements of Account will be available via the online portal 3 working days after receipt of cleared funds.
- The online portal allows Landlords to view and download statements and access historical data of a required period for your records. Your portal access will be set up and instructions and password will be supplied via email. *We are able to provide statements by other methods if required, please contact the accounts team to discuss.*
- Invoice copies for any expenses incurred will be sent via email each month.
- The rent will be collected by standing order on a monthly basis unless otherwise informed. If the rent is not paid as per the Tenancy Agreement the accounts team will endeavor to chase the rent from the Tenant or Guarantor (if applicable) as per the Open Doors Guide to Letting.
- Open Doors shall not be held responsible if the Tenant fails to pay his or her rent. We



will assist the Landlord in taking further legal action if this is required. The Landlord will be responsible for all legal charges and expenses incurred in the recovery of rent arrears.

**Letting and Property Management Service (The above PLUS)**

- Prior to the tenancy start we shall arrange on the Landlord's behalf all legally required compliance certificates if applicable. We will also commission an inventory of the Property, to ensure we have an accurate record of the condition and to provide sufficient evidence in the unlikely event a claim needs to be made against the Tenant's deposit.
- At the commencement of the tenancy the tenants will be supplied with a detailed check in report for the property, with essential information about the workings of the property. We will perform a key handover, take meter readings and a report general condition of the property on the start date of the tenancy. This report will be published on completion to the tenants and landlord.
- In the event that the Property requires any repairs/works, after being notified by the Tenant, we will instruct the relevant contractors, at the Landlord's expense, and supervise the said repairs/works (if required).
- We will not charge for any admin on any works instructed by our landlord under £500, any works over £500 will be subject to an admin charge of 12% + Vat (14.4%) of the total costs of work. (An example of this would be if the works cost £..... we would charge an admin charge of £.....).
- 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 during the Tenancy and report back to the Landlord on its visual condition and provide a full report of condition at visit. Reports will be sent to both Tenant and Landlord after each visit.
- At the end of the tenancy we shall commission a check-out inspection and report to establish what, if any, deductions should be proposed against a vacating Tenant's deposit.
- We will draw up a deposit return letter to the Landlord outlining any proposed deductions, if no response is received within a reasonable timeframe from the landlord the deposit will be returned minus our proposed deductions.
- We shall 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.
- In the event that the full rent is paid in advance and we are managing the Property, Open Doors will hold the balance taken and pay the rent when it becomes due.
- If we are successful in finding a Tenant accepted by the Landlord (subject to 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 as per Additional Charges.
- 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 Tenant 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 inc VAT, to collate all required evidential material for submission, up to a maximum of £600 inc VAT.
- If we are required to negotiate insurance claims on behalf of the Landlord a charge of 12% inc 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 a 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.

#### Summary service level of charges

- Complete Property management and letting service **14.4% Inc VAT (12% of the gross rent)** *Eg: if the monthly rent was £600pm the fee would be £86.40pm Inc. VAT)*
- Rent collection and letting service **12% Inc VAT (10% of gross rent)**  
*Eg: if the monthly rent was £600pm the fee would be £72pm Inc. VAT)*
- Letting service for tenancies **£750 Inc. VAT**

Our offering to landlords is bespoke and therefore other variations of service are available on discussion of requirements.



#### **Additional Charges as required**

- **Inventory Make – *From £84 inc. Vat to £180 inc. Vat (1-4 bed properties)***
- **Tenancy set up fee - *£150 inc. VAT***
- **Check Out - up to *£110 inc. VAT (managed clients)***
- **Check Out & Inventory update - *£120 inc. VAT***
- **Preparing and negotiating renewal documents - *no additional charge for Landlords with properties under management***
- **EPC (Energy Performance Certificate) – legally required before we can market the property - *£84 inc. VAT***
- **Administration Fee – abortive deals/reimbursement of marketing charges - *£125 per applicant (min £500) inc. VAT***
- **Vacant Management - *£72 inc. VAT***
- **Refurbishment Service- *Up to 15% of the cost of the work (18% inc. VAT)***  
***Eg. If the refurb service was £1000, the total cost would be £1180 Inc. VAT***
- **Sale to the Tenant – *A separate sales agreement stipulating the commission due to us would need to be signed should the property be sold to the tenant***
- **Attending formal proceedings - *£115.00 per hour (£138 inc. VAT)***
- **Handling Insurance claims - *10% of the total claim made (12% inc. VAT)***  
***Eg. If the claim made was £100, the cost to handle the claim would be £12 inc. VAT***
- **Tenancy Deposit Scheme registration fee - *£24 inc. VAT per deposit. Annual fee***
- **Negotiating dilapidations at the end of the Tenancy (for Landlords whose properties are not under management) - *£96 per hour inc. of VAT***
- **£60 (inc. VAT) to do a legionella risk assessment.**
- **£60 (inc. VAT) to do a fire risk assessment if requested by the landlord.**



### **Data Protection**

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in Our privacy policy (“the Policy”) that is provided supplemental to these terms. A copy of the Policy can also be found on our website [www.open-doors.co.uk](http://www.open-doors.co.uk) If you have any questions regarding the storage or use of the data please refer to the policy or direct the questions to [david@collegeandcounty.co.uk](mailto:david@collegeandcounty.co.uk)

### **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 Open Doors 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 license with photograph

***To verify address:***

- Copy of recent utility bill
- Current full UK driving license
- 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 Open Doors to act and accept that if Open Doors are successful in introducing a Tenant to:

.....

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

That I/we will pay the following charges for the duration of the tenancy:

- Property management and letting service
- Property management only service
- Rent collection and letting service
- Letting only service / Letting only renewal
- Letting service for tenancies of 3 months or less
- 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 authorise Open Doors 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 of 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 Open Doors about.

I/we confirm that I/we have read and understood the Open Doors Guide to Lettings and will ensure compliance with the Landlord's regulations.

#### **Warranty**

By accepting these Terms and Conditions the Landlord warrants that:

- The required permissions and insurances are in place to let the Property
- 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 Open



Doors to organise this on my behalf.

Name(s) .....

Signed by/on behalf of the Landlord .....

Date .....

**Landlord's Details**

<b>Rented Property Address:</b>	
<b>Property Owner</b> (and main contact person)	
<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Additional Property Owner/s</b> (please list all legal owners of the property)	
<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Bank Details</b>	
<b>Bank Name:</b> <b>Address:</b>	
<b>Account Name:</b>	



Account Number:	
Sort Code:	- -
Do you live/work abroad? If yes, CRN Number:	YES / NO
If the property is owned by a VAT registered company, please provide your VAT Registration number:	
Open Doors will hold the deposit with the TDS as per the above terms but if you prefer to hold it yourself, please advise what scheme you are with:	

**Please only sign below if you would like to cancel your terms**

If these Terms are signed outside of our Premises then a 14 day "cooling off" period/Right to cancel will apply. Cancellation of these Terms are accepted by signing and dating the statement below:

I wish to cancel my instruction for Open Doors to market my property at .....

Signed ..... Date .....

Open Doors is a member of The Property Ombudsman [www.tpos.co.uk](http://www.tpos.co.uk)

