

LETTING TERMS & CONDITIONS

IMPORTANT

RESIDENTIAL LETTING LANDLORDS TERMS AND CONDITIONS OF BUSINESS, FEES AND EXPENSES

This Agreement is made between the Landlord of the Property (as named at the beginning of this agreement) and Gate keepers Property Services LTD Trading as Gatekeeper who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of commission fees charged.

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Initial(s):

Landlord and Property Details:

Property Address:			
		Post C	ode:
Property starting rental Price	e:		
Furnished Unfo	urnished 🗌		
Name(s) of Landlord(s)			
If the property is jointly own the full name of the compan appear on this form, which n	y, the company registration	n number and register	
Landlord(s) Name:			
Please confirm that while th	e Agent is letting your pro	perty, you will be resid	ent:
Landlord(s) correspondence	address:		
			<u> </u>
		Post C	ode:
Home Tel:		_ Mobile:	
E-mail:		_	
Gatekeeper is legally obliged to file a tax return stating the names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually either NRL1 or NRL2) quoting Gatekeeper reference NAo37633 and our registered office address (77 High St, Witney. Oxon. OX28 6JA). If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate. For further information see Inland Revenue website: www.hmrc.gov.uk/nonresidents			
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Gatekeeper Letting Fees (please tick the applicable box)
 Marketing Only £480.00 (+VAT) Upfront. Option of gatekeeper processing the credit checks and tenancy paperwork. (cost charged to the tenant)
The landlord will need register the tenants deposit with one of the Tenancy deposit schemes.
 Let Only £480.00 (+VAT) initial fee. £75.00 (+VAT) Renewal tenancy renewal fee. £40.00 (+VAT) Deposit registration fee. (where the agent registers the deposit) Please note that the landlord will have 14 days to safeguard a deposit from the day he receives it from the tenant. The landlord will have to provide the tenant prescribed information about the scheme safeguarding the deposit within these 14 days.
 Letting & Management Service £480.00 (+VAT) initial fee. 6.50 % (+VAT) management fee per calendar Month. £75.00 (+VAT) Renewal tenancy renewal fee. £40.00 (+VAT) Deposit registration fee. The agent completes and controls all maintenance up to the approved limit. This includes all cleaning, repairs and associated work between tenancies. The agent will register the tenants deposit with one of the Tenancy deposit schemes.
 Letting & Management Service (own maintenance) €480.00 (+VAT) initial fee. 8.50 % (+VAT) management fee per calendar Month. £75.00 (+VAT) Renewal tenancy renewal fee. £40.00 (+VAT) Deposit registration fee. The landlord directly controls and completes all maintenance during the tenancy. The agent will register the tenants deposit with one of the Tenancy deposit schemes. For furnished property the cost for compiling an inventory will vary according to the number of bedrooms at the property, £120.00 for 1 bedroom properties, plus an additional £20.00 for each additional bedroom.
1. Initial Commission 1.1 In the event that the Agent introduces a tenant who subsequently enters into an agreement to rent the landlord's property, the initial fee and management fee for the term of the tenancy becomes payable to the Agent. 1.2 The initial commission is payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. 1.3 The initial commission is payable should the landlord withdraw from a prospective tenancy where legal documents have been prepared by the agent. 1.4 Fees and management fee become payable to the agent on a renewed tenancy upon receipt of the tenant's renewal fee payment whether or not the landlord proceeds with the tenancy. 1.5 The agent reserves the right to vary the quoted fee rate during the course of the tenancy by giving two months notice of their intention to do so. 1.6 All fees are subject to VAT at the prevailing rate and payments may be deducted from any funds held. 1.7 The renewal fee and management fee is due in respect of renewals, extensions, hold-over or new agreements where the original tenant/s remains in occupation. Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation.

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1.8 In the event that the Landlord wishes to terminate the tenancy early, the initial commission will be non refundable. The management fee remains due on any tenancy for which the agent has found a tenant until the tenant vacates the property.

2. Gatekeeper Letting Services

2.1. Marketing Only Service Includes:

- Advising as to the likely rental income.
- Erection of "To Let" board.
- Advertising and generally marketing the property.

2.2. Let Only Service Includes:

- All the points at 2.1
- Interviewing prospective tenants and carrying out a credit reference check and/or taking up references. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would also be taken.
- Preparing the Tenancy Agreement and any relevant paperwork as well as renewing the Agreement where instructed to do so by the landlord at the end of the Term.
- Taking a deposit from the tenant which will either be held by The Agent and protected in our Tenancy Deposit Scheme or paid to the Landlord if so requested (The Landlord is responsible to register the deposit with a tenancy deposit scheme approved by the government).

Management Service

2.3. The Standard Letting & Management Service Includes:

- All the points at 2.1 and 2.2 for marketing only and let only services.
- Holding the tenants deposit and registering it with the Tenancy Deposit Scheme.
- Collecting the rent on a monthly basis and transfer any due payment to the Landlord bank by the last day of the month.
- Arranging with service companies for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy.
- Rental statements will be provided via our online accounts system
- Regular inspections (4 months approximately) of the Property are carried out. Responsibility for and management of empty property is not included, and will only be carried out by special arrangement.
- Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, agreeing works and settling accounts from rents received.
- Carrying out a property inspection and inventory check at the end of the tenancy and dealing with matters relating to unfair wear and tear before the stakeholder releases the Tenant's deposit.
- Additional items and other expenses will be charged accordingly.
- Rent guarantee and legal protection scheme available.

3. Repairs and Maintenance

The Landlord warrants that the Property is made available in good condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. It is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the Landlord, the Agent may have the emergency works carried out at the expense of the Landlord.

The agent will arrange any necessary routine maintenance work up to a value of £250 (without notice) to be deducted from the monthly rental income as appropriate.

The agent reserves the right to arrange professional cleaning at the expense of the landlord to maintain the property in a satisfactory condition in order to facilitate letting.

The Agent endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship, although the Landlord retains the right to pursue any claim for substandard work against the tradesmen.

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By law, it is necessary to carry out an annual inspection and any gas safety check of all gas appliances. The Agent will cause these to be carried out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records.

4. Inspections

Under the Standard Management Service, the Agent will normally carry out regular inspections. It is not the intention to check every item of the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.)

Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord together with any recommended deductions or replacement values.

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection. It is the Landlord's responsibility to arrange insurance cover for this eventuality.

These visits should not be relied upon to pick up any structural defects and does not include lofts, cellars, garages, sheds and out buildings.

5. The Tenancy Agreement

The standard lettings service includes the preparation of a tenancy agreement in the Agent's standard form and provision of a copy of this agreement to the landlord. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

6. Inventory

We are able to arrange for the preparation of an Inventory.

Whilst care will be taken in compiling the inventory, we cannot accept liability for any error or omission on their part. If the landlord has any particular concerns then they should request the inventory prior to check in after this time amendments can not be made.

On the initial let the agent will need the property to be vacated, decorated and cleaned and ready for the new tenant 10 days prior to the tenant check in date in order to complete the inventory. If the property is not vacated, decorated and cleaned then we will not be able to complete the report and therefore the tenant may be entitled to their full deposit returned at the end of the tenancy despite the condition. An aborted inventory fee of £100(+vat) will be charged under these circumstances

The landlord accepts our assessment of the condition of the property and the items contained within, and its accuracy. The agent will not accept any responsibility should the landlord dispute the accuracy of the inventory or the condition of the property/items.

The agent will conduct the inventory with impartiality and therefore it is not possible for the Landlord to be present at the property while the inventory is completed.

7. Energy Performance Certificate (EPC)

All buildings in the private rented sector require an EPC. This certificate will remain valid for 10 years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. The Agent can organise an EPC from an approved supplier at an extra cost if required.

8. Keys

The landlord agrees to provide the agent with at least one set of keys to all external locks in the property and at least 2 sets of front door keys. If the agent is required to arrange for keys to be cut then this cost will be at the Landlord's expense. (Minimum Charge of £20).

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9. Utilities

The landlord will be responsible for all outstanding utility bills and council tax bills up to the date of commencement of the tenancy. The landlord will be responsible for the payment of ground rent, service charges and maintenance charges, if any, throughout the period of the tenancy.

The agent will undertake to notify service suppliers (except telephone) of all changes of tenancy.

The landlord agrees that the agent may switch the utility suppliers to our preferred suppliers to assist with the smooth transfer between tenancies.

10. Commission and Interest

Where the agent arranges any external services or insurance cover they may earn commission. The agent will hold all monies in our client account (separate from the money we use to run our business). Interest earned on all monies including tenant deposit will belong to the agent .

11. Holding Fees & Deposits

A holding fee is taken from the tenant(s) applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agent against any administrative expenses that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw. Around 7 days before the tenancy start date, the Agent will take a dilapidations deposit from the tenant(s) in addition to any rents due. The purpose of the dilapidations deposit is to protect the Landlord against loss of rent or damage to the property during the tenancy itself.

From 6 April 2007, all deposits taken by landlords for an Assured Shorthold Tenancy must be protected by a tenancy deposit protection scheme. The government awarded contracts to three companies to run its tenancy deposit schemes on 22 November 2006.

Gatekeeper are members of The Tenancy Deposit Scheme. The contact details for this scheme are as follows: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN
Phone: 0845 226 7837 Web: www.tds.gb.com Email: deposits@tds.gb.com Fax: 01442 253193
If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under \$21\$ of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

- fails to give prescribed information within the Statutory Time Limit; or
- fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

12. Where there is NO dispute about the deposit at the end of the tenancy

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

13. Where there IS a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld. If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The

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Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money. If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. A fee of £100(+vat) is charged for all disputes and is payable to the agent before the case is raised. If the tenant's claim is referred for alternative dispute resolution, we will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com. The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s). If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

14. Personal information

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not with the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.qb.com).

15. Correct information

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

16. Overseas Residents

When letting property and collecting rents for landlords overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the landlord has been authorised in writing by the Inland Revenue to receive rent gross. In this situation, the Agent also

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requests that the Landlord appoints an accountant in order to manage correspondence with the Inland Revenue.

17. General Authority

The Landlord confirms that he/she is the sole or joint owner of the Property and that he/she has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties of property management as detailed previously. It is declared that the Agent may earn and retain commissions on insurance policies issued.

18. Indemnity

The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

19. Stamp Duty

Where applicable The Agent will automatically forward the original agreement signed by the tenant to the Stamp Office. A fee is payable.

20. Mail

Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not the responsibility of the Agent or the Tenant to forward any mail to the Landlord. The Royal Mail offer a redirection service, more information is available at your local Post Office.

21. Termination

This agreement may be terminated by either party by way of two months' written notice. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. A placement fee equivalent to two month's rent will be payable where the Landlord intends to continue letting to tenants introduced by the Agent after the termination of this agreement.

Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible.

Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be put in writing, even in the case of a fixed term tenancy which is due to expire.

22. Safety Regulations

WARNING: You should read and understand these obligations before signing overleaf.

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

Furniture and Furnishings (Fire)(Safety) Regulations 1988 General Product Safety Regulations 2005 Gas Safety (Installation and Use) Regulations 1998

Gas Cooking Appliances (Safety) Regulations 1989 Electrical Equipment (Safety) Regulations 1994 Plugs and Sockets (Safety) Regulations 1994

The Landlord confirms that he/she is aware of these obligations and that the Agent has provided sufficient information (via explanatory leaflets available on request) to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with above regulations. The Landlord shall ensure that all relevant equipment is checked at the beginning of the tenancy.

The Landlord agrees to indemnify the Agent against any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.

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23. Instructions

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting will be confirmed to the Agent in writing.

24. Sale of Property

In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable by the Landlord to the Agent on completion of the sale at the rate of 1.5% of the sale price, plus VAT.

25. Value Added Tax

Our fees are subject to VAT at the appropriate rate (currently 20%).

26. Insurance

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

27. Housing Benefit

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment, which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

28. Change of Ownership

In the event of the property being sold or passed on with the benefit of the tenancy where our Terms of Business are not signed by the new landlord, Gate Keepers Property Services LTD will look to the original landlord of the property for the letting commission due (Maximum £2000 plus VAT) and a £150 plus VAT administration fee.

29. Legal Proceedings

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. The Agent is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £200 + VAT per day, or part hereof. The Agent will not accept service of legal proceedings on the landlord's behalf.

30. Complaints Procedure

Should you have any problems with The Agent's service which you are unable to resolve with Property Manager you should write to the Director of the company at 77 High St, Witney, Oxon OX28 6JA. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsman within six months for a review.

31. Notice of the Right to Cancel - You may have the right to cancel this contract under the Cancellation of Contracts Regulations 2013 with in fourteen calendar days from the date upon which it was signed, Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to the Cancellations Department, Gatekeeper, 77 High St, Witney, Oxon. OX28 6JA or by email to cancellations@gatekeeper.co.uk Any notice of Cancellation is deemed served on the day that it is delivered posted or sent.

If you have given the agent your written agreement to market your property within the cancellation period and you do exercise your right to cancel, if the agent introduces a tenant before you exercise your statutory right to cancel the contract and the tenant moves into the property, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

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Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to so.

Please ensure that it is delivered or sent by post to the address given above, or emailed to cancellations@gatekeeper.co.uk.

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

I confirm that the above information is accurate and that I have read and understand he term and conditions contained within this document. I understand that I may have the right to cancel this agreement under the Cancellation of Contracts made in a consumer's home or place Regulations 2013 and confirm that I wish Gatekeeper to commence marketing the property immediately. I accept that in signing this document I am bound by its entire contents Signature: ______ Date: _____ Signature: ______ Date: _____



We are members of The Property Ombudsman and abide by The nbudsman Code of Practice. You agree that we may disclose I relating to the sale of your property to The Property Ombudsman, if or applicant have registered a complaint and The Property iman asks for it. You also agree that we may disclose your contact

details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

ate keepers Property Services Ltd Regi	stered Office 77 High St, Witney, Ox	on OX28 6JA Registration No.
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RENTAL PROPERTY VALUATION

Date & Time of Appointment:

«todo_list_itemXformatted_start_date»@«todo_list_itemXformatted_start_time»

Vendors Name:

«propertyXlandlordXtitle» «propertyXlandlordXfirst_name» «propertyXlandlordXlast_name»

Rental Property Address:

«propertyXaddress_1» «propertyXaddress_2» «propertyXaddress_3» «propertyXtown» «propertyXcounty»
«propertyXpostcode»

Landlords Correspondence Address:

«propertyXlandlordXaddress_1» «propertyXlandlordXaddress_2» «propertyXlandlordXaddress_3»
«propertyXlandlordXtown» «propertyXlandlordXpostcode»

Contact Info:

Home: «propertyXlandlordXcontact_home» Work: «propertyXlandlordXcontact_work» Mobile: «propertyXlandlordXcontact_mobile» Email: «propertyXlandlordXcontact_email»

PROPERTY NOTES:

«propertyXdescription» «propertyXprice»



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