



Better lettings & property management

Agreement for the Letting of your Property

This agreement is made on the ___ ___ of _____ 2007.

Between the two parties Flexilettings and _____.

The Agreement is as follows:

1. The owners appoint the Managing Agents to be their Managing Agents in respect of ('the property') and to perform the duties set out below in accordance with the following terms.
2. The Managing Agents agree with the owners:

To advertise for and attempt to find a tenant for the property at the rent specified by the owner.

To undertake credit checks on the tenant when available and to obtain references for the tenant and to advise the owner of the suitability of the tenant for the afore mentioned property. It is, however, agreed that the acceptance or rejection of a tenant is sole responsibility of the owner and that the Managing Agent has no liability in the event of a tenant proving to be unsatisfactory to the owner or if the tenant falls into arrears of rent or omits any breach of the tenancy agreement. The Managing Agent will use all reasonable endeavours to recover any rent arrears and will at the request and the cost of the owner serve the appropriate notices to quit. However, the owner is responsible for any legal and or administrative costs or fees involving in eviction. It is recommended that the owner take out protection insurance against this potential liability. The Managing Agent shall not be accountable to the owner for rent not received.

To prepare and submit a Tenancy Agreement.

The following responsibilities will only apply if the owner has taken advantage of the flexi let full management service.

To prepare a basic photographic inventory of the contents and condition of the property prior to each letting.

To take and report on utility supply meter readings.

To collect all rents from time to time payable to the owner in respect of the property or any part of it.

To collect and hold as Landlords agent any deposit paid by the tenant in respect of the property interest on such deposit shall not be payable to either the owner or the tenant.

To notify the owner of every occasion when the sum due by way of rent has been outstanding for 28 days.

To inspect the state and repair and condition of the property as often as may be reasonably necessary to identify all reasonably necessary works of repair and maintenance to the property.

To prepare quarterly statements of account on request, such statements will show all receipts and all expenditure by the Managing Agents in respect of the property for the relevant quarter and to remit the balance of the rent to the owner.



To maintain all reasonably necessary books and records and in particular so as to enable the owners solicitors to serve all necessary notices under any lease of the property or any part of it and to enable the owners accountants to compile statements of account and tax returns in respect of the property.

The owner agrees with Flexilettings to pay Flexilettings the following:

3. In the case of flexilettling introduction service

A fee equivalent to _____ for each tenant found and appointed, such payment to be deducted from any rental payments or deposits received within fourteen days of the commencement of the relevant tenancy.

Should a tenant be found and the property withdrawn for availability to let by the owner the tenant charge will still apply.

In the case of letting and/or management service.

A fee of the sale price of the property of £495 in the event of a tenant or any party introduced by flexilettings purchasing the property whether before or after entering into a tenancy agreement.

The cost of forwarding mail to countries outside the British Isles that are not covered by the British postal system will be incurred by yourselves.

The cost of sending and receiving faxed messages will be incurred by yourselves.

The cost of making telephone calls to countries outside the British Isles will be incurred by yourselves.

The cost of negotiating and supervising any special repair or maintenance work requested by the owner this cost is to be agreed before the instruction is carried out.

A fee of £150 is a representative for flexilettings is required to attend court as a witness on behalf of the owner and a fee of a £150 for each additional day of such attendance. This fee shall be paid to the flexilettings agent prior to attending court and this fee should be payable notwithstanding the termination of this agreement.

The cost to government run scheme for holding bond payments.

4. In the case of flexilettings rental service the terms and conditions of the flexilettings introduction service apply.

A fee equivalent to _____ for each tenant found and appointed, such payment to be deducted from any rental payments or deposits received within fourteen days of the commencement of the relevant tenancy.

In addition flexilettings will deal with the collection and transfer of rents on your behalf.

5. In the case of flexilettings full management service

A fee equivalent to _____ for each tenant found and appointed, such payment to be deducted from any rental payments or deposits received within fourteen days of the commencement of the relevant tenancy.

If the owner is outside the British Isles a fee of £75 will be charged to cover the necessary administrative costs with regards to overseas landlord tax.



Should notice be given to terminate this agreement during a tenancy procured by flexilettings a fee equivalent to one months rent will be payable.

VAT is applicable in respect of all charges in the afore mentioned clauses 3, 4 and 5.

The owner agrees that the following are his responsibility and hereby agrees indemnify flexilettings agent in respect of any liability incurred relating to:

Gas, electricity, water and other utility services and furnishings failing to comply with current safety and fire standards.

Any overpayments of rent or housing benefit.

The repayment of any deposit wrongfully paid by the flexilettings agent at the owners direction and the cost of any legal proceedings to recover that deposit brought by the tenant and flexilettings agents legal costs in defending any such action.

The payment of council tax, water and any other statutory rates.

Sums periodically failing due under any mortgage under the property or any part of it.

Sums due by the way of premium or otherwise in respect of insuring the property.

Any ground rent payable by the owners in respect of the property or any part of it.

The cost of maintaining the property.

The wages of all persons employed by the owners in connection with the property or any part of it.

Sums due from the owners under any service contract in respect of the property or any part of it.

This agreement may be terminated by either party by one full months written notice.

Within 21 days of this agreement of this agreement being terminated flexilettings agents agree to prepare in accordance with the terms and conditions in clause 2

The owner appoints flexilettings as his agent in all matters relating to the lettings and management of the property including the preparation, signing of and services of all notices on the tenant and all other documents on his behalf in the ordinary cause of letting, incl the tenancy agreement.

Signed _____

Signed _____

Landlord

On behalf of Flexilettings

Printed _____

Printed _____

Landlord

On behalf of Flexilettings



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Important

It is the Landlords responsibility to ensure that all gas and electrical appliances comply with current safety regulations the costs with regards to this are the responsibility of the Landlord.

It is also the Landlords responsibility that the furnishings comply with current fire and furnishings regulations.

Please ensure that you have adequate buildings and contents insurance in place prior to letting the property. We can give you the necessary contacts and organise competitive quotations on your behalf if required.

It is the Landlords responsibility in the case of flexilettings introduction service to ensure that all bonds received are placed in a government run bond account.

It is the Landlords responsibility to ensure that the mortgage company are informed that a tenant is in their property.

Thank you for your inquiry we look forward to doing business with you.

Kind regards,

Martin and Alex Atchison

The Flexilettings Management Team.