



## **TERMS & CONDITIONS FOR LETTING**

**(please read these carefully before signing and returning to Room2Let LTD)**

## TERMS & CONDITIONS

I/We (delete as appropriate) confirm:

1. That I/We wish to appoint to act on my/our behalf in accordance with this agreement.
2. That I/We are the sole owner/joint owners of the property named in this agreement.
3. That I/We have been advised of my/our responsibilities for gas safety, fire and furnishings safety, electrical safety and undertake to ensure compliance with the relevant legislation and regulations applied.

Full Property Address	Post Code

### Fees

Tenant find: £100.00 per tenant.

Full Management: 10% of monthly rental income.

### Example of fees

Rental income of £3150.00

Management fee @ 10% = £315.00

Full Management includes:

- a) Market evaluation, full property appraisal and a rental guide price provided.
- b) Advertising the property/room(s) on room rental websites, office window, local press, Room2let LTD and property websites (these may vary or change at times).
- c) Facilitate viewings (unlimited until property is let). Full referencing of prospective tenants (cost born by the tenant).
- d) Room rental agreement (usually charged at £30.00).
- e) Free advice on health and safety requirements, through safety certificates will need to be obtained prior to tenant occupancy.
- f) Full check in service at our offices with the appropriate documentation (licence agreement) completed on your behalf.
- g) If an AST is chosen and used the landlord will be responsible for registering the deposit (unless otherwise discussed).
- h) Organisation of property maintenance (if required), key holding and 24 hour contacts for tenants.
- i) Cleaner organised for 1 hour per week minimum (additional cost will be added for this).
- j) Monthly inspection of the full property and any issues dealt with accordingly.
- k) Renewal of licence agreement at the end of the original term and a full check out report when the tenant moves out.
- l) Monthly rent and property (rental) statements are provided for which you will require a UK bank account and email address.
- m) Chase late rental payments and issue any letters surrounding this including letters asking tenants to leave if necessary.
- n) Organisation of deposit refunds beyond a tenant moving out less any damages to be subtracted (ASTs do not apply unless otherwise agreed in advance, subject to deposit registration legislation).
- o) Right to rent checks will be carried out by Room2Let LTD on behalf of the landlord and maintained under new legislation.

**To cancel the agreement a total period of 3 Months' notice is required from 1<sup>st</sup> day of the month or a total of 3 months' management fees will be charged where no notice is given.**

Room2Let LTD do offer a refurbishment program for any properties that may require re-fitting or refurbishing. This chargeable service is ideal for landlords not familiar with the area or what local contractors are available. Heavy discounts have been negotiated between Room2Let LTD and our team of contractors to enable the best possible deals with our landlords, this includes suppliers of furnishings and building materials. PLEASE BE ADVISED YOU MAY NEED AN HMO LICENSE FOR THE PROPERTY. PLEASE ENSURE THAT THIS IS ORGANISED AND THAT YOU HAVE A VALID HMO LICENSE BEFORE ROOM2LET LTD TAKE ON MANAGEMENT OF THE PROPERTY.

### Terms & Conditions

Please be aware that all fees are chargeable once (what Room2Let LTD or their staff deem to be) a suitable tenant has been found. Whilst the agent shall use their commercial judgement in the selection of tenants and execution of their service hereunder, including the use of the Room2Let LTD referencing criteria. The agent or person employed by Room2Let LTD shall not under any circumstances be liable for non-payment of rent or any other outcome of the licence or any legal costs resulting therefrom. Please be advised we do not carry out credit checks but we do full reference checks to include employer, previous landlord (if any) and personal character reference. If you would like Room2Let to carry out credit check a charge of £25.00 will be added to your finder's fee.

**If a landlord chooses or needs an AST (assured shorthold tenancy), or any other housing act agreement, Room2Let LTD will not be responsible for serving of section notices to leave the property (this is the sole responsibility of the landlord), All notices are the responsibility of a landlord to employ a solicitor or dedicated eviction company. Insurance policies are recommended to cover such risks and ensure they cover exactly what you require.**

All fees and management charges are payable in advance and will be deducted from the rents prior to rents being paid into a landlords account. The management fee will fluctuate depending on what rooms are occupied and available as the percentage of the rent will be taken. Management fees are charged per calendar month regardless of when a tenant moves in to the property.

Rental payments to the landlord will be made 2 times in any one month only. The first payment will be made within 7 to 10 working days of the month (occasionally changes may occur but notice will be given). The second payment will occur between 10 and 15 working days (late rental payments will be paid over during this time). No other payments will be made during any one month unless notice has been given.

If the landlord decides not to proceed with the rental of room(s) after the property has been advertised, the total agreed fees will be charged to the landlord. If the landlord decides not to accept tenant(s) we deem to be suitable after the tenant has paid their holding fee to Room2Let LTD and satisfactory references have been received by us, the landlord will be liable to repay the holding fee in full (normally £125 for single occupancy and £175 for double occupancy however this can differ) to the tenant.

It is advisable that all lodgers/licensees are given a list of house rules, which we will provide at the check in stage as doing this will enable the tenant to understand the boundaries of what the landlord expects in his/her property.

Signature to agree to these terms: \_\_\_\_\_

Company Number: 08548928

Please be aware that all room valuations and rooms let through Room2Let LTD are inclusive of all bills and have WIFI access, subject to fair usage.

A tumble dryer must be provided and cleaning or a minimum of 1 hour per week is compulsory due to the nature of the agreements that we use. The landlord must also ensure that appropriate WIFI is provided including a constant signal to each room.

It is the sole responsibility of the landlord to ensure all utilities are in place and all utility bills are paid for as an when required to ensure constant usage at the property. This includes telephone line for the WIFI and any other bills to include sky or any other services provided.

Please be aware it is **NOT** the responsibility of Room2Let LTD to organise or put in place any health & safety certificates that are required for the letting of HMO/rooms let by us at Room2let LTD.

The landlord named on this agreement takes full responsibility for any or all of the health & safety requirements for the properties let by Room2let LTD.

In case of an emergency at the property Room2let LTD, will action the appropriate trades and all invoices will be deducted from the rental income. Any invoices for items purchased or services organised by Room2let LTD for the property will also be collected from the rental income and detailed on the statement produced each month, which will be emailed to you within 7 to 10 working days of the 1<sup>st</sup> of each month. Please note that all receipts and original invoices will be kept by Room2let LTD.

For all non-licensed HMO properties Room2let LTD recommend that a fire risk assessment, which details specific areas of action that are required and any remedial works needed on the property. The total cost of this is approximately £150.00 +VAT (this can vary according to size of property).

**Please be aware that you may need to notify your mortgage company (if applicable) in advance that we do not use assured shorthold tenancy agreements (ASTs) for any of our rooms.**

Room2Let LTD do **NOT** hold any deposits on behalf of the landlord; these are transferred to the landlord with the first month's rent received for each room. Please note that Room2Let LTD will check the room(s) upon vacation of the tenant. We will then claw back the deposit to return to the tenant on your behalf. If there are any deductions to be made for repairs these will be taken and paid to any contractors, or returned to you if repairs or replacements are organised by the landlord. Room2Lets standard deposit is £200.00 per room. Please be advised due to the nature of our licence agreements you will not need to register the deposit. Any deposits for properties that require an assured shorthold tenancy (AST), you are responsible for registering the deposit with an approved deposit protection scheme.

If there are coin meters on tumble dryers, Room2Let offer a service to landlords for emptying these when required at a fee of 20% of the value collected.

**Additional Extras (please indicate any you wish to instruct)**

ITEM	COST PER UNIT	x
Bedroom Inventory (Per Room)	£30.00	
Communal Area Inventory (Lounge)	£50.00	
Communal Area Inventory (Dining Room)	£50.00	
Communal Area Inventory (Kitchen)	£50.00	
Communal Area Inventory (Garden)	£50.00	
Communal Area Inventory (Bathroom(s))	£50.00	
Communal Area Inventory (Hall, Landing & Stairs)	£50.00	
Energy Performance Certificate (EPC)	£60.00	
Gas Safety Certificate (LGSC)	£75.00	
Key Cutting (Per Key)	£10.00	
Statement (2 <sup>nd</sup> copies)	£10.00 (per issue)	
Cleaner (per hour) This is compulsory for one hour per week minimum due to our agreements	£10.00	x
Credit Checks (if required)	£25.00 (per person)	

If the landlord wishes to produce their own inventories, this is perfectly acceptable though will be subject to an administration charge of £25.00 per check in and £25.00 per check out of each tenant from the Room2Let LTD offices.

We, the landlords understand that we will use licence agreements for all properties unless otherwise stated and fully understand in some cases that the licence agreement may revert to an AST (assured shorthold tenancy) in the worst case scenario.

Signature to agree to these terms: \_\_\_\_\_

Company Number: 08548928

Health & Safety Guidelines:

**Please be aware that you do have a duty of care to your tenants so please read and adhere to the following health & safety rules:**

You are required by the "Gas Safety (Installations and use) Regulations 1998" to ensure that all gas appliances are maintained in good order and that an annual safety check is carried out by a recognised engineer – that is; an engineer who is approved under regulation 3 of the "Gas Safety (Installations and use) Regulations". The landlord must keep a record of safety checks and must usually issue it to the occupier within 28 days of each annual check. The occupier is responsible for maintaining gas appliances that he/she owns or is entitled to take at the end of the letting. Further guidance is in the leaflets; Gas Appliances – Get Them Checked, Keep Them Safe' and Landlords – A Guide to Landlords' Duties: Gas Safety (Installations and use) Regulations 1998'.

By law you must ensure that the electrical system(s) and any electrical appliances supplied with the let; such as cookers, kettles, toasters, washing machines and immersion heaters are safe to use. If you are supplying new appliances, you should provide any accompanying instruction manuals and booklets.

**What are the rules on fire safety or furniture?**

If the landlord supplies furniture or furnishings with the let, it is essential to ensure that they meet the fire resistance requirements – sometimes referred to as the 'match test' – In the 'Furniture and Furnishings (Fire) (Safety) Regulations 1988'. The regulations apply if it is considered that the landlord is acting in the course of a business in letting the property, i.e. where he/she views the property primarily as a source of income rather than his or her home. This means that in some resident landlord arrangements it may be unclear whether the regulations apply, in which case it could be advisable to seek legal advice. The regulations set levels of fire resistance for domestic upholstered furniture such as sofas and mattresses. All new and second-hand furniture provided in accommodation under a new let, or replacement furniture in an existing let accommodation, must meet fire resistance requirements unless it was made before 1950. Most furniture will have a manufacturer's label on it saying that it meets the requirements. The landlords' local authority's trading standards department enforces the regulations and can advise on their applicability.

**Are there any other fire safety issues to be aware of?**

Not specifically for rented accommodation (although if the property is house of multiple occupation fire safety could be important consideration). As for any other home, it is generally a good idea to ensure the occupier 'knows there way round' the property, to help prevention and escape from fire, smoke alarms are required on each floor of the property. It is also highly recommended that a fire blanket is situated in the kitchen, and depending whether, for example, several people are likely to be cooking and/or smoking, having a fire extinguisher could be a sensible precaution. For more information, communities and local government publishes leaflets; Fire Safety in the Home', Fire Safety for People in Shared or Rented Accommodation' and 'Fire Equipment for the Home'

Room2Let LTD will require a copy of all health & safety certificates and fire system service certificates to keep on file at all times. Room2Let LTD will not remind you to renew these. It is landlords' responsibility to keep all such certificates up to date and supply new copies when renewed annually.

Room2Let have produced an HMO guide if required.

**Landlord & Property Details**

Landlord Name:	
Secondary Landlord Name:	
Third Landlord Name:	
Full Address of Property for Rental:	
Contact Number(s):	
Email Address(es):	
Number of rooms, occupancy, and rental figures:	
Male// Female or couples and room numbers:	
Smokers permitted	YES      NO      OUTSIDE ONLY
Tenants:	Professional      Mature Students      Retired      Other

If this form is sent by email; please print your name in the box below. This will be a binding electronic signature:

Signature:	Date:
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Signature to agree to these terms: \_\_\_\_\_

Company Number: 08548928