

Terms Of Business (Letting)



TERMS OF BUSINESS

REFERENCES: Will be made available for inspection by the Landlord prior to the signing of the Tenancy Agreement (if requested). Ultimately the Landlord must satisfy him/herself as to the suitability of any Tenant introduced.

STATUTORY SAFETY LEGISLATION: Before allowing a Tenant occupation, we require proof of compliance with the Landlord's Statutory Safety Obligation in respect of gas installation and appliances electrical Installation and appliances and soft furnishings. Please ensure the gas & electric supplies are connected and where applicable, gas meter cards and electricity meter keys are available to facilitate these checks.

CLEARED FUNDS: We reserve the right not to instruct a contractor until in receipt of cleared funds and to clear personal cheques through the banking system before any contractor is instructed.

SELLING THE PROPERTY: We also sell property and offer existing Landlords a preferential rate of commission for sole agency instructions. Should a Tenant introduced by Next Home Ltd purchase the property a fee of 2% will be payable. Such fees due from exchange of contracts but may be paid by the Landlord's solicitor out of the completion monies.

Where the property is sold with introduced Tenant(s) still in occupation; the Landlord (at the time of signing this agreement) remains responsible for the payment of all commissions hereby agreed for the duration of the Tenancy.

VACANT PROPERTIES: We do not manage vacant properties. The Landlord must advise their insurers as soon as the property becomes vacant and adhere to any stipulations contained in their policy in respect of it becoming vacant.

KEYS: We must hold keys and be able to show a prospective Tenant the property immediately. Where this is not possible Tenants will usually be suited elsewhere, no Landlord or Tenant is always available to allow access. Furthermore prospective Tenants are frequently late or simply fail to keep appointments. This always causes inconvenience and annoyance to landlords or existing Tenants who make special arrangements to be presents.

All keys are security coded and a company representative will accompany all viewings to vacant properties.

OVERSEAS LANDLORDS : Under the Finance Act 1995 landlords must apply for an exemption certificate to be issued to the agent permitting rent to be paid to the landlord without deduction for tax. Only the landlord can make the application, which if granted, will be issued directly to Next Home Ltd.

Until an exemption certificate is received we are legally obliged to withhold tax at the basic rate from the net rental income. If we are not instructed to process rent payments, landlords have duty of care to advise their Tenants to make this deduction. For further information telephone the Inland Revenue, Financial Intermediaries and Claims office on 0151 472 6208/9.

HOUSING BENEFIT: Where Next Home Ltd accepts Housing Benefits payments on behalf of the landlord, should any monies subsequently be reclaimed from us by Housing Benefits the landlord undertakes to immediately reimburse as required, any monies we have forwarded. In relation to council schemes where Next Home Ltd are named on the Assured Short-hold Tenancy Agreement as the Landlord it is agreed that Next Home Ltd have the Landlords authority to deduct any fees for whatever reason to

ensure that housing law and obligations to the Tenant are complied with and to refund any monies demanded from Next Home Ltd under its obligations as the named Landlord.

INCLUDED IN THE TENANCY: Written confirmation of the items of furniture, appliances, cutlery, crockery and cooking utensils etc. to be included in the tenancy is requested with all subsequent changes to be confirmed in writing. Until received Next Home Ltd will advise prospective Tenants in accordance with their understanding of Landlord's verbal confirmation of items to be included in Tenancy . We will accept no responsibility for error in this respect prior to receipt of aforementioned confirmation

PERMISSION TO LET: Landlords should obtain written permission to let the propriety from their Lender, Freeholder and Insurers before the property is let.

AUTHORITY: *(Delete if not required)* The landlord hereby authorises Next Home Ltd to sign and execute the tenancy agreement on their behalf and to grant occupation to a Tenant(s) on or after the date confirmed in this agreement by the landlord as the date on which the property will be available for occupation without further referral to the landlord providing we are in receipt of:

- References from the Tenant, which we, believe to be satisfactory
- A deposit from the Tenant, equal to not less than one months rent and a further month rent paid in advance.
- The Landlord hereby authorises us to use our best endeavours to ensue compliance with all statutory safety legislation, the cost of such inspection, remedial work, and removal/replacement of furniture / appliances to be borne by the Landlord.

SIGNING OF THE TENANCY AGREEMENT: The Landlord agrees to sign the tenancy agreement if so requested by Next Home Ltd. **CHANGES TO TERMS:** We will accept no liability for claims regarding changes of, or additions to these Terms Of Business, allegedly promised or implied, by any of their representatives, either before or after this document is signed, unless written confirmation to such effect from Next Home Ltd can be produced.

INVENTORY & CHECK IN: An inventory is an important legal document forming part of the tenancy agreement. In case of a dispute, the inventory will be used as evidence in a Court of Law. If inaccurate or lacking in sufficient detail, it may not be possible to make deduction in the event of damages or loss, Next Home Ltd will prepare a hand written inventory and meet the Tenant at the property to carry out the check in. A separate charge of £120 for a one/ two bedroom property £150.00 for a three + bedroom property. This is required to resolve any disputes with regards to damage to the property and making deductions to the Tenant's deposit.

BEFORE ALLOWING ACCESS TO A Tenant:

We must be in receipt of ALL of the following:

- A signed copy of this document
- A full set of keys (two sets, if the property is to be managed).
- **DOCUMENT PROOF OF COMPLIANCE WITH:**
 - The furniture and furnishing (fire) (safety) Regulations 1998 (as amended in 1989 and 1993) covering soft furnishings.
 - The Gas Safely (Installation and Use) Regulation 1994 covering ALL gas appliances
 - The Electrical Equipment (Safety) Regulations 1994 covering portable electric appliances.
 - Visual Electrical Installation Report. (Covered under general Consumer Protection Law Landlord's Duty of Care.)
- EPC - Energy Performance Certificate.

SERVICES

LET ONLY: 10% of the gross rental due for the entire agreed term reserved under the terms of the tenancy agreement ignoring any options to terminate by the either party payable wholly in advance on the commencement of the Tenancy upon Next Home Ltd finding a Tenant, directly or indirectly, who is acceptable to, or whom the Landlord has given Next Home Ltd authority to accept and who completes a Tenancy Agreement.

Any subsequent extension, renewal or continuation of the Tenancy thereof. Will be charged at the rate of one weeks rate for each year or part of the year of the extended, renewed or continued period of the tenancy.

The aforementioned fees are not refundable and are payable regardless of whether or not a new tenancy agreement is signed, and irrespective of whether the extension, renewal, continuation was negotiated or arranged by Next Home Ltd.

Service Includes:

- Accompanying of Tenants on viewing appointments (unless by special arrangements),
- Supervising signing of the tenancy agreement,
- Ensuring compliance with current Gas, Electrical & Furniture Safety Regulations prior to Tenant taking occupation.
- Obtaining references
- Obtaining deposits from Tenant
- Inventory Preparation & check in
- Serving section 21 Notice Requiring Possession (if instructed)

RENT PROCESSING - FEES DEDUCTED MONTHLY: 12.5% of gross rental due for the entire agreed term reserved under the term of the Tenancy Agreement paid monthly and deducted from rental monies receives plus one week's rent for initial Tenant introduction.

Services as Let Only PLUS:

- Sending Tenants deposit to one of the recommended government deposit protection scheme.
- Forwarding of rents received, less agreed deduction - paid by BACS directly into designated account.
- Arranging for Tenant to sign standing order mandate.
- Rent statements.
- Sending of arrears letters.

MANAGEMENT –FEES DEDUCTED MONTHLY:

15% of the gross rental due for the entire agreed term reserved under the terms of the Tenancy Agreement paid monthly and deducted from rental monies received plus one week's rent for initial Tenant introduction.

Services as Rent Processing PLUS:

- Property visits.
- Supervising the return of the Tenant's deposits following check out.
- Ensuring compliance with Landlords' statutory obligation, providing sufficient funds are held.

CONFIRMATION OF INSTRUCTION

Property address _____

Landlord(s) full name(s) _____

Correspondence address _____

Next Home Ltd are instructed as letting agents from the date of this agreement.

Service required: Let Only / Rent Processing / Management

Rent to be quoted: £

Date available: / / Housing benefits Tenants will / will not be acceptable

Maximum term of initial tenancy agreement: 6 months / 1 year

DECLARATION

I / We confirm:

1. I am / We are the owner(s) of the above-mentioned property.

2. My/Our mortgage lenders, Freeholder and Insurers have given their written approval to let this property and My/Our mortgage on this property is not in arrears.

3. I am/We are (resident in the UK) (resident overseas) and will advise you in writing immediately this position changes.

4. I will advise Next Home Ltd in writing, of any changes to the aforementioned details.

5. I/We authorize Next Home Ltd to arrange for details of the product or services that they believe may be of interest to Me/Us, to be sent to Me/Us, or for My/Our details to be passed to the other companies for the same purpose. *(Delete if not acceptable)* I/We authorize Next Home Ltd to arrange for details of products or services that they believe may be of interest to me/us, to be sent to me/us, or for my/our details to be passed to their companies for the same purpose. *(Delete if not acceptable)*

6. Receipt of Next Home Ltd "Terms of Business".

I/We confirm my/our full understanding and agreement to these Terms of Business and instruct Next Home Ltd to endeavour to find Tenant.

Landlord(s)

Next Home Ltd

Date _____