



## Letting and Management Terms of Business (October 2020)

The purpose of this document is to set out clearly and concisely the service we offer you, your responsibilities and fees payable by you. It sets out the terms and conditions under which Bright Properties will act for as agents in the letting and management of residential property. It is important that before you sign this agreement you understand what is included and what is not included. Once signed it is a legally binding agreement. Please ask a member of staff of anything you are unsure of.

Property address: .....

Postcode: .....

### Full Management Service

We will market, let and manage your property and collect rent on your behalf as your agent.

### Set-up and letting: our obligations

We will provide an initial consultation and assessment of expected rent, without charge.

Once instructed to proceed we will (at our expense unless otherwise stated):

- Arrange for photographs and a floor plan for marketing the property (if required).
- Arrange a virtual tour of the property at your expense.
- Check for compliance with rules on gas, electricity, fire safety, health and EPCs. We can arrange assessments, maintenance, renewals and certificates, at your expense. We will also check whether HMO rules apply and advise you on compliance with HMO rules.
- Market your property. We will use internet marketing and may erect an agent's board.
- Accompany prospective tenants on property viewings and match suitable tenants.
- Obtain tenant references and provide these to you.
- Conduct mandatory right to rent checks.
- Use our assured shorthold tenancy agreement, or our company tenancy agreement if appropriate. We will agree the rent and duration with you before the agreement is signed. We will include any special provisions you ask us to include. You agree that we may sign the tenancy agreement and other tenancy documents on your behalf.
- Arrange for a detailed inventory and schedule of condition report prior to a tenancy starting (if required) and arrange for any maintenance and remedial work identified (if required), at your expense.
- Liaise with the tenant to ensure utility suppliers are transferred to the tenant from the start of the tenancy. We may use an intermediary to do this.
- Collect five weeks rent as a deposit, which we will handle in accordance with the rules of an accredited deposit protection scheme. You will not be entitled to hold any deposit.
- Provide the tenant with a minimum of 2 sets of keys or fobs plus any extra sets required by the tenant, (key cutting at your expense) and with any alarm or other code.

### Tenancy management

- Our goal is for your property to be well kept by the tenant and well maintained by us.
- An inspection will be carried out at the end of 3 months from the start of the tenancy and then every 6 months, and a condition report will be sent to you. Where appropriate we will inspect the property more frequently to ensure that your property is well looked after by the tenant.

- We will deal with the day to day management of property issues arising from the tenancy agreement. You give us your authority to undertake works or services costing £300 or less without prior approval by you. In an emergency we will use our judgement and undertake work or services that are necessary for the safety and comfort of your tenant. We use trusted contractors and will instruct these unless otherwise requested by you. If major works are needed or planned, we will obtain competitive quotes on request.
- We will collect the rent each month and pay it to you within 5 working days after receipt of cleared funds, less our agreed fees, expenses and any tax, into your nominated UK bank/building society account.
- Where a tenant defaults on the rent, we will seek payment, an explanation and send reminders. On request, we can assist with proceedings to recover arrears, at your expense. It is possible to obtain insurance of rental payments and we can provide you with information on this if required.

### **Renewals, termination and re-letting**

- In good time before the end of a tenancy we will ask you and the tenant about renewal of the tenancy. If you both wish to renew, we will seek to agree the rent for the renewal and if agreed we will provide a renewal agreement for you and the tenant to sign.
- If your tenant wishes to terminate the tenancy before expiry of the term we may facilitate this only if we find another tenant to let the property and you receive at least the same rent.
- If you or the tenant do not wish to renew, we will serve in due time a notice on the tenant to leave.
- Arrange for a detailed inventory and schedule of condition report promptly after a tenancy ends (if required), at your expense.
- We will process the return of the deposit to the tenant, after deduction of any amounts due to you.

### **Dealing with tenants**

We will deal with your tenant with courtesy and respect. We will not charge tenants fees, other than a holding deposit. We may provide for payment other services at the option of the tenant.

### **Your responsibilities**

It is your responsibility to:

- Understand the government's "How to rent: the checklist for renting in England" guide, details of which can be found at <https://www.gov.uk/government/publications/how-to-rent>.
- Deliver your property for letting in a condition that is safe, fit for habitation and meets or exceeds the decent homes standards.
- Ensure that furniture and furnishings comply with fire safety regulations; that appliances, gas and electrical installations have instructions and are in full working order, have recently been serviced, checked for safety and have clear instructions for use.
- Inform us when instructing us of any nuisances or undesirable circumstances that you are aware of, e.g. neighbours' anti-social behaviour, history of flooding, not apparent from visiting the property.
- Where the property is an HMO, to ensure it has necessary licences and complies with HMO rules.
- Adequately insure the property and contents (but not the tenant's belongings). You will provide us and the tenant with a copy of the insurance on request.
- Provide us with proof of ownership of the property on request.
- Where the property is subject to scheme management rules, e.g. covenants or rules under a lease, that a tenant should comply with, provide us with the rules.
- Provide us with your up to date telephone number, email and postal addresses, and with information to confirm your identity and residence.
- Supply at least one full set of keys and fobs for your property and any alarm or other code.
- Pay any council tax and utility bills between tenancies, and where this is not the tenant's responsibility. We will arrange for the council tax account to be in your name from the end of one tenancy to the start of another.
- Respond to us promptly with instructions or information when requested.
- Pay our fees and reimburse any reasonable costs, expenses or liabilities incurred or imposed on us

provided they were incurred in the carrying out under this agreement or of an agent's normal duties.

You confirm that you are the sole or joint owners of the property and have the right to rent it out, including under any mortgage or head lease. Where relevant, you confirm that permission to let has been granted by the mortgagee and insurance company and notifications of letting have been made to them.

### **Termination**

This agreement may be terminated at any time after the term of the initial tenancy by either party giving two months' written notice.

### **Complaints and The Property Ombudsman**

If you are not satisfied with our service and are thinking of making a complaint, please:

- 1) Call 01865 339400 or contact [tom.bright@brightproperties.co.uk](mailto:tom.bright@brightproperties.co.uk) to discuss how we can improve our service to you.
- 2) Contact [chris.bright@brightproperties.co.uk](mailto:chris.bright@brightproperties.co.uk) explaining your complaint in writing. It will be responded to within five working days and we will try our best to resolve your issue
- 3) If you remain dissatisfied and would like to take your complaint further, we are members of The Property Ombudsman. You can make a complaint with them following the instructions in the link <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

### **Client Money**

We are required to protect all our clients' money. We:

- Are members of the Propertymark Client Money Protection scheme. (<https://www.propertymark.co.uk/working-in-the-industry/member-requirements/client-money-protection.aspx>);
- Comply with the Propertymark Conduct and Membership Rules in our handling of client money. (<http://www.propertymark.co.uk/media/1045366/conduct-and-membership-rules.pdf>); and
- use a Client Accounting Service Provider to manage client money on our behalf. That Provider is also subject to the Propertymark Conduct and Membership Rules and of the Propertymark Client Money Protection Scheme. All client money (including rent) is paid into the Client Account Service Provider's Account directly and we do not handle the money ourselves. The Provider's bank account is a ring-fenced UK bank account. Any interest earned on money held in the account shall belong to the Provider;
- some deposits (including those paid under an assured shorthold tenancy agreement) will be paid by the Provider to a recognised tenancy deposit scheme and held under the rules of that scheme.

### **Sole Letting Rights**

By signing these Terms & Conditions you instruct us to act on your behalf as your sole agent and that only we may let the property.

### **Fees**

8% per annum (including VAT), payable in 12 monthly instalments in advance. We will deduct this and the cost of any work or services for your property from rent received where we have funds on account. Where we do not have sufficient funds, the fees and costs should be paid to our nominated bank account within 7 days of our invoice to you.

We reserve the right to charge reasonable interest on late payments and to charge you for any costs incurred

as a result of late payments by you.

We will charge an hourly rate of £75 for assistance plus disbursements with legal proceedings.

**Right to Cancellation**

You have the right to cancel this contract up to 14 days from the date it was created by writing to us at [contactus@brightproperties.co.uk](mailto:contactus@brightproperties.co.uk) or contacting us on 01865 339400.

**Confirmation of Instruction**

*{delete as appropriate}*

I declare that I am the sole legal owner of the freehold/leasehold interest in the property

**OR**

I am the joint owner of the freehold/leasehold interest in the property. *{delete as appropriate}*

Landlord Details	
Full Name(s) of Owner(s)	
Address	
Email	
Landline	
Mobile	
Bank Account Details for Rent Payments	
Bank	
Account Number	
Sort Code	
IBAN/SWIFT (if applicable)	
Property Permissions	
I will <b>not</b> allow (please tick as appropriate). <i>(It may be necessary for you to have an objective justification for refusing each of these to avoid direct or indirect discrimination and you agree to provide this to us if we request it.)</i>	
Undergraduate Students	Pets
Postgraduate Students	Universal Credit/Housing benefit applicants
Smoking	Children

I have read and accept these Terms of Business and wish you to provide the full management service.

Signed

\_\_\_\_\_

Print Name \_\_\_\_\_

(Landlord)

Signed

\_\_\_\_\_

Print Name \_\_\_\_\_

(Landlord)

Signed

\_\_\_\_\_

Print Name \_\_\_\_\_

(Bright Properties)

Dated

\_\_\_\_\_



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