

LINES & James

RESIDENTIAL LETTINGS &
PROPERTY MANAGEMENT

Terms of Business

LINESANDJAMES.COM



AGENT'S RESPONSIBILITIES

Before a Tenancy is Agreed

1 Appraisal

We will visit the property to advise you on the probable rental figure we should be able to realise and answer any lettings questions you may have in general or specifically regarding your property. We will also discuss with you the advantages and disadvantages of renting your property furnished or unfurnished. We would recommend, if you decide to rent your property furnished, that all electrical, personal, sentimental or valuable items are removed. We will be happy to discuss this in more detail.

2 Landlords Acceptance

Once you have decided that you wish to instruct our services, please find our Management Acceptance Form for your completion.

3 Marketing

Details of your property will immediately be distributed to our registered applicants and to the various relocation Companies with instructions from corporate clients. In addition we will advertise your property through the various media at our disposal which are as follows: West Sussex County Times, Our own comprehensive website - www.linesandjames.com which include Virtual Tours where appropriate, we also subscribe to Rightmove-www.rightmove.co.uk.

4 Viewings

We will accompany each potential tenant viewing your property with a view to renting, whether or not you are present. This is done to safeguard you and to ensure the potential tenant is supervised at all times.

5 References

When a potential tenant has applied to rent your property, we will contact you with the details in order to take account of your opinion. We take up references using Homelet Referencing. Homelet will carry out a full credit profile which will do various checks including Employers, Previous Landlord/Managing agents, Credit Score etc. Should you require any additional information we will be happy to discuss this with you.

Before a Tenant Moves In

1 Tenancy Agreement

We will prepare a comprehensive Tenancy Agreement to include current legislation. For fully Managed properties at 15% there is no charge. For Rent Collection or Introduction Service please see Additional Costs. Government Stamp Duty is payable by you at the prevailing rate if deemed necessary.

2 Security Deposit

We will ensure that the prospective tenants pay the equivalent of six weeks rent as a deposit. The deposit will be held against dilapidations if found at the end of the tenancy. It will be held in a separate "Clients Deposit Account" in accordance with the requirements of the Agreement. We will act as the "Stakeholder", with your acknowledgement, and at the end of the tenancy the deposit will be returned to the tenant or used to recompense the landlord according to our discretion. No interest on the deposit will be paid to either party. As a regulated and bonded Agent we endeavour to provide a fair and equitable tenancy agreement and service to both our Landlords and Tenants. You should therefore be aware of the following conditions:

The tenancy deposit. We are a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123

If we are instructed by you to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

If you decide to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

We hold tenancy deposits as the Stakeholder.

3 Inventory

An inventory is an essential document that provides a written record that details the fixtures and fittings of a property and their condition as well as the condition of the property itself.

Since the introduction of the Tenancy Deposit Scheme on the 6th April 2007 it has never been more important to have an accurate Inventory. Lines & James will employ an independent Inventory Company to create an Inventory. This document will then be amended and updated before the beginning of each new tenancy.

For Fully Managed properties at 15% there is no charge for creating an Inventory.

For Rent Collection and Introduction Only please see Additional Costs.

During the Tenancy

1 Demand and Transfer of Rents

The rental details are set out in the “Rental Agreement”, this will determine when and how much the tenant should pay. Terms are monthly in advance, by bank transfer directly into our “Clients Account”. We will then transfer the rent to you directly into your account by electronic transfer, within 5-7 days of receipt from the tenant. The rent transferred to you will be nett of overseas landlord’s income tax, if applicable, property related bills and our fees. Each month a rental statement, which identifies these bills and fees will be prepared and sent to your home address.

2 Expediting Late Rents

Should a tenant be late in paying rent by more than 7 days, we will take immediate action to make contact either by phone, visit or letter to establish the reason and expedite payment. This is usually sufficient to prevent an escalation of a problem. Should we become aware of a potential problem, we will inform you immediately, in any case we undertake to inform you of the situation if a rental payment is 14 days late.

3 Visits

We will carry out inspection visits to the property from time to time, usually every four months and prior to any renewal of the tenancy being granted. These inspections are to check on any possible maintenance issues and to ensure satisfactory compliance by the tenant of their obligations but this is not a full inventory check.

4 Repairs

Where the tenant reports a fault, we will investigate and determine the most appropriate response, both in the short and long term. If the required action is to effect repairs, we will do so immediately provided the estimated cost is less than £200 or in the case of an emergency, if the cost is in excess of this figure, if possible, we will refer to you for approval before proceeding further. In any case we will endeavour to keep you informed of any repair work as soon, as is practicable. The cost of these repairs will be deducted from your monthly rent with the appropriate invoice attached to your statement of account.

5 Refurbishment /Major Repair

Should your property require major repairs/refurbishment and you wish Lines and James to oversee and assist with the works involved we will be happy to discuss the fee for this service.

6 Tax on Rental Income/Overseas Landlords

Without an “Exemption Certificate” from the Inland Revenue, it is now our legal responsibility to withhold a percentage of an overseas resident landlord’s rental remittances. The monies held can only be transferred to the landlord following the Inland Revenues release

of balances. We can assist overseas landlords in their application for exemption. Further information can be obtained from www.hmrc.gov.uk/cnr.

7 Tenant's Breaches of Agreement

Should the tenant fall behind in rental payment, or become in breach of the "Tenancy Agreement" in any other way which necessitates legal action, we will inform you immediately. We will then support you with all the necessary information, including court attendance, if necessary. It is to be stressed however that the legal action can only be undertaken by you and that all legal costs are for your account. The costs of these legal services may be insured against and we will be happy to discuss the options available.

At the end of Tenancy

1 Return of the Deposit

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to ourselves and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the para below) be submitted to the ICE for adjudication. All parties must agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the ICE should resolve the dispute, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

Lines & James must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

2 Utilities

At the end of the tenancy, we will arrange the transfer of all utilities and council services into the appropriate name. It is the Tenant's responsibility to pay the Council Tax and Water Rates applicable for the duration of the tenancy, for the Television Licence and for the standing charges and usage of gas, electricity and telephone during the tenancy. To assist us with the management of the gas and electric accounts we propose to transfer these to Southern Electric unless you advise us to the contrary.

Exceptionally, if there is no telephone line physically installed in the property, the cost of doing so would be for the Landlord to pay, unless agreed otherwise in advance with the Tenant.

If you require the telephone to be transferred or disconnected please contact BT by dialling 150 as BT do not take instructions from a third party.

3 House Sale

In the event of a party introduced by the Agent (or any person or body corporate associate with that party) subsequently purchases the property, whether before or after entry into a Tenancy Agreement commission, shall be payable by the Landlord to the Agent on completion of the sale at the rate of 0.5 % of the purchase price.

4 Notice to Terminate Management

Three months notice in writing is required to terminate Management Service and should a tenant introduced by ourselves remain in residence at the date of termination, a severance payment of £400 plus VAT will be payable.

LANDLORDS RESPONSIBILITIES

1 Consent Requirements

If your property is mortgaged, you will need the consent of your mortgage lender; if your property is leasehold you will also need the consent of your head landlord. We can provide a sample "Tenancy Agreement" if required.

2 Insurance

Building and Contents

It is your responsibility to insure your property both for buildings and your contents. You must inform your insurance company of your intention to let, as not to do so may invalidate your insurance. You should note that the insurance company might require an additional premium. We can provide comprehensive dedicated Landlords Insurance through Homelet and information on this will be provided at the initial market appraisal.

Rent Guarantee Cover and Legal Expenses

Lines and James can offer various schemes through HomeLet covering Rent Guarantee and Legal Expenses. Fully Managed properties at 15% will automatically be eligible for Rent Guarantee *free* for the first 6 months. We will be happy to provide further information upon request.

3 Services

On vacating your property, you should ensure that you obtain closing accounts for all telephone, gas, electricity and water utilities. It is important however that these utilities are not cut off as their reinstatement will only cause extra cost to you and inconvenience to the tenant. During winter it is advisable to leave some form of safe heating in the property, to reduce the risk of frozen water pipes; we will therefore ask the tenant to do the same if vacating the property during winter. We will ensure the utilities are transferred into the tenants name and that meter readings are taken at hand-over.

4 Post

Whilst we will forward mail on to you that we receive from the Tenants during the first few weeks, this is not a satisfactory solution and we cannot be held responsible for any mail that may go astray. The most reliable method is to arrange a redirection service through the Post Office.

5 Council Tax

Whilst your property is empty you are responsible for council tax, the tenant only takes it over on moving in. We will ensure the tenant has made the local council aware of their occupancy.

6 Fire and Safety Regulations

With effect from 1st January 1997 all furniture must comply with the "Furniture and Furnishings (Fire) (Safety) Regulations 1988". This relatively new legislation has set much stricter standards in the fire resistance of furnishings. We require that you fully satisfy yourself and report to us that your furniture and furnishings comply with the regulations in

their entirety. We will, if required, supply further information on the regulations and give guidance on their main aspects.

7 Gas Safety Regulations

All rental properties must conform to the “Gas Safety (Installation and Use) Regulations 1994”. This legislation requires that you are responsible for having all gas appliances checked each year by a member of the Gas Safe Register which is owned by the Health & Safety Executive (HSE). Further information may be obtained from www.GasSafeRegister.co.uk. A Gas Safety Certificate must be issued, keeping records of services, defects and work carried out. Such a scheme must be put in place before the tenant moves in, thereafter we will administer its continuation, providing we receive authorisation from you.

8 Electrical Regulations

The electrical safety regulations require that any electrical appliances supplied must be safe. Where their safe use requires, appropriate instruction booklets must also be provided.

General Safety – all electrical equipment supplied must be safe. This will require that the electrical appliances, including their leads, are checked by a competent and suitably qualified engineer. We can arrange to carry out a Portable Appliance Test if required. Unsafe items should be removed.

Labelling – all electrical equipment that is manufactured after the 1st January 1997 must be marked with the appropriate CE symbol.

Instructions – it is recommended that the manufacturer’s instructions be provided wherever possible for each appliance that is supplied. This will help to ensure that the tenant uses the equipment safely.

As of January 2005 new electrical regulations came into force that requires certain types of domestic electrical wiring modifications to be notified to the local authority building control department or employ an electrical engineer who is registered with Part P Self-certification scheme. We recommend that before you rent your house you should have a qualified electrician to confirm that your electrics comply with current legislation. We would be happy to recommend an electrician if required.

9 Carbon Monoxide

We recommend all rented properties that have gas appliances or an open fire are fitted with an appropriate, battery operated Carbon Monoxide Alarm. We can arrange for these to be installed at an approximate cost of £45.00.

10 Empty Property

We cannot accept responsibility for the management of empty properties. Whilst we will do as much as we can, you remain responsible for your property before a tenant moves in and after they vacate. In the case of your property being empty for a considerable length of time, you should also check with your insurers as you may invalidate your insurance. We will however carry out a weekly check on vacant properties if you instruct us to do so which will be at a cost of £20 plus VAT per visit.

11 Keys

It is essential that we keep one complete set of keys for your property to facilitate management and for use in the event of an emergency. In addition the tenant is entitled to two sets. Please therefore ensure that you supply us with sufficient sets of keys, including window keys for each window in the property or at the very minimum one window key for each room.

12 Power of Attorney

If you are moving overseas, particularly to an area which has unreliable communications, we request that you leave someone locally with Power of Attorney to act on your behalf, particularly regarding the ability to sign "Tenancy Agreements". We naturally will require a certified copy of the document for our files.

13 Information Pack

Landlords must provide an information pack for tenants in the form of a folder that should be left in the property. The pack should contain instruction manuals for the use of ALL appliances including Central Heating. If such instructions are not supplied (Hand written instructions clearly written are acceptable) and a call-out charge by a Contractor is incurred, this will be levied to the Landlord. Information relating to the location of stop-cocks, fuse boxes and meter cupboards should also be supplied. Any lost instructions can be downloaded via the web. Please note if a tenant causes damage to an appliance through wrong use when instructions are not replied they cannot be held responsible.

14 Aerials

It is the Landlords responsibility to supply and maintain an aerial suitable to operate the standard four channels without the use of a satellite dish. If you have any additional equipment this should be noted on the Inventory.

15 Stamp Duty on Tenancy Agreements

As from 1st December 2003 the Act has changed to the benefit of Landlords in-so-far-as any stamp duty Land Tax (SDLT) payable, is incumbent solely upon the tenant but in any event, will only have an affect a very small percentage of Assured Shorthold Tenancies.

16 Leasehold Property

If your property is Leasehold, you must supply to us a copy of the lease to be held in our files in order that a copy can be provided to the tenants so that they can comply with any issues affecting them. Some Estate or Block Management Companies also have a separate RULES OF THE BLOCK, which should also be supplied. Your lease may also provide that you make a payment for the formal authorisation of the sub-tenancy and the appropriate forms necessary for this also need to be supplied to us.

17 Incorrect Information

The Landlord must warrant that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss, or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

Definitions

- Landlord: Legal owner(s) of the property to be rented. Further defined in Housing Act 1988, Housing Act 1996, Landlord and Tenant Act 1985 and Law of Property Act 1925. The Landlord is named in the Tenancy Agreement.
- Tenant: Person(s) resident in the rented property. Further defined in Housing Act 1988, Housing Act 1996, Landlord and Tenant Act 1985 and Law of Property Act 1925. The Tenant is named in the Tenancy Agreement.
- Agent: Lines and James Ltd, 24 Worthing Road, Horsham, West Sussex, RH12 1SL. Telephone 01403 210088. E-mail Lettings@Linesandjames.com
- Deposit The sum of money paid by the Tenant before the commencement of the tenancy as warranty against damage to the property or other loss to the Landlord in connection with the tenancy.
- Stakeholder: Body who will hold the Deposit for the duration of the tenancy in accordance with the rules of the Tenancy Deposit Scheme. In this case the Stakeholder will be the Agent as defined above.
- ICE: Independent Case Examiner of The Dispute Service

The Services

Letting & Full Management Service – 15%

If the Fully Managed Fees are negotiated the Tenancy Agreement fee and Inventory Make will be charged as for Rent Collection

- Assess rental value
- Advise landlord of legal and safety requirements
- Marketing and advertising the property
- Accompanying prospective Tenants over the property
- Tenants selection, introduction and referencing
- HomeLet Rent Guarantee for 6 months
- Prepare the Tenancy Agreement
- Prepare Inventory and Schedule of Condition
- Check tenants in to the property
- Attend to annual Gas Safety Certificate
- Advise, receive and register Deposit under The Tenancy Deposit Scheme
- Transfer of rents
- Notifying utilities at beginning and end of tenancy
- Organise suitable contractors to carry out maintenance & repairs
- Payment of property related outgoings
- Regular property visits and reports
- Deal with all tenant /property related matters
- Review rental value and renewal of tenancies
- Optional - HomeLet Rental Protection and Legal Expenses Insurance
- Optional - HomeLet Building & Contents Insurance

Letting & Rent Collection Service – 12.5%

- Assess rental value
- Advise landlord of legal and safety requirements
- Marketing and advertising the property
- Accompanying prospective Tenants over the property
- Tenants selection, introduction and referencing
- Prepare the Tenancy Agreement
- Advise when the annual Gas Safety Certificate is due for renewal
- Advise, receive and register Deposit under The Tenancy Deposit Scheme
- Transfer of Rent
- Notifying utilities and beginning and end of tenancy
- Optional - HomeLet Rental Protection and Legal Expenses Insurance
- Optional - HomeLet Building & Contents Insurance
- Optional - Prepare Inventory and Schedule of Condition
- Optional - Check tenants in and out of the property

Introduction Only Service – 10%

10% of the annual rent is payable for the first year and 5% per annum thereafter for the remainder of the tenancy.

Only recommended for those with experience in property management.

- Assess rental value
- Advise landlord of legal and safety requirements
- Marketing, advertising and accompanied viewings at the property
- Tenants selection, introduction and referencing
- Prepare the Tenancy Agreement
- Advise on the Tenancy Deposit Scheme
- Transfer first months rent
- Negotiate Tenancy Renewals
- Advise when the annual Gas Safety Certificate is due for renewal
- Optional - HomeLet Rental Protection and Legal Expenses Insurance
- Optional - HomeLet Building & Contents Insurance
- Optional - Prepare Inventory and Schedule of Condition
- Optional - Check tenants in and out of the property
- Any additional work carried out will be charged accordingly

Additional Costs

Full Management @ 15%

Tenancy Agreement	No Charge
Tenancy Agreement renewal fee	£35.00
Inventory Make	No Charge
Inventory Check Out	See Additional Charges

If the Fully Managed Fees are negotiated the Tenancy Agreement fee and Inventory Make will be charged as for Rent Collection

Rent Collection

Tenancy Agreement	£50.00
Tenancy Agreement renewal fee	£35.00
Inventory Make	See Additional Charges
Inventory Check Out	See Additional Charges

Introduction Only Services

Tenancy Agreement	£50.00
Tenancy Agreement renewal fee	£35.00
Inventory Make	See Additional Charges
Inventory Check Out	See Additional Charges

Inventory Make and Check Out

UNFURNISHED PROPERTY	CREATE INVENTORY	CHECK OUT
1 Bedroom	£85	£55
2 Bedrooms	£100	£65
3 Bedrooms	£120	£90
4 Bedrooms	£140	£100
5 Bedrooms	£175	£120
FURNISHED PROPERTY	CREATE INVENTORY	CHECK OUT
1 Bedroom	£120	£85
2 Bedrooms	£130	£90
3 Bedrooms	£145	£100
4 Bedrooms	£160	£120
5 Bedrooms	£195	£140

Please note: All fees are subject to VAT at the standard rate