



Associates

PROPERTY INVESTMENT  
BUY TO LET MORTGAGES  
LETTING AND PROPERTY MANAGEMENT

Full address of Property to be let .....  
.....  
.....  
.....Post Code.....

Should the property be considered as an HMO? **Y**  **N**  Tick as appropriate.

Full name of Landlord(s): (ALL owners of property to be named)  
Continue on separate sheet if necessary

(1) Forenames ..... Surname..... Title .....  
(2) Forenames ..... Surname..... Title .....

Correspondence address - if different to above:

Full address .....  
.....  
.....  
.....Post Code.....

Tel (Home) ..... (Work) ..... (Mob) .....

e-mail address.....@.....

Agreed Initial Rental: £.....per calendar month Agreed Tenants Deposit: £.....

Furnished / Part Furnished / Unfurnished  
Letting Service / Full Management Standard Service / Full Management Premier Service

Landlords Bank.....Address .....

Sort Code .....Account No .....Account Name .....

**Definitions:**

- (1) "the Property" is that known as the property to be let above and includes reference to any part or parts of the Property and the curtilage of the same, together with the garden garage and parking space (if applicable)
- (2) "the Tenant" means the person(s) legally entitled to occupy the Property and includes the successors in title to the Tenant
- (3) "Letsure" means the legal1 protection insurance company
- (4) "the Agreement" mean, th tenancy agreement between the Landlord and Tenant

**BK ASSOCIATES (NW) LTD**  
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Mobile: 07720 478392  
Reg. in England No  
5579387

## 2 Fees

Our commission shall be payable in respect of introducing a Tenant who is acceptable to the Landlord or whom the Landlord has given the Agent authority to accept on the Landlords behalf.

### 2.1 The fees for the Letting Service shall be as follows:

- £.....plus VAT for any letting to a new Tenant; and
- £88.12 inclusive of VAT for a renewed or extended tenancy to the same Tenant.

The fees for the preparation of an inventory shall be as follows:

- £.....plus of VAT for an unfurnished property; or
- £.....plus of VAT for either or a part/fully furnished property.

Note. Without an inventory, the Landlord may lose any right to make a claim for compensation against the Tenant for damage to the property during the term of the let.

### 2.2 The fees for the **Full Management Standard Service** shall be as follows:

- £.....plus VAT, for any letting to a new Tenant; and
- a monthly commission of .....percent plus VAT;
- if the tenancy is renewed or extended to the same Tenant, the management fee shall continue at the monthly commission of .....plus of VAT.

The fees for the preparation of an inventory shall be as follows:

- £.....plus of VAT for an unfurnished property; or
- £.....plus of VAT for either or a part/fully furnished property.

Note. Without an inventory, the Landlord may lose any right to make a claim for compensation against the Tenant for damage to the property during the term of the let.

### 2.3 The fees for the **Full Management Premier Service** shall be as follows:

- £.....plus VAT for any letting to a new Tenant; and
- a monthly commission of .....percent plus VAT;
- if the tenancy is renewed or extended to the same Tenant, the management fee shall continue at the monthly commission of .....plus of VAT.

The fees for the preparation of an inventory shall be as follows:

- £.....plus of VAT for an unfurnished property; or
- £.....plus of VAT for either or a part/fully furnished property.

Note. Without an inventory, the Landlord may lose any right to make a claim for compensation against the Tenant for damage to the property during the term of the let.

### 2.4 Advertising fees

- Advertising will be included at the discretion of the Agent.
- If the Landlord requests additional advertising the Landlord shall pay the Agent a reasonable cost.

### 2.5 Deductions

- If before the payment to the Landlord of rental income, collected at the commencement of a tenancy, any fees, charges and repair costs remain outstanding, these shall deducted by the Agent.

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## 3 Letting Service

Applicable to Letting Only and both Full Management Services

### 3 Initial Visit

The Agent shall upon the request of the Landlord

- inspect the Property to agree an open market rental value; and
- discuss the particular requests and/or issues of the Landlord relating to the Property.

### 3.4

References The Agent shall, for each Tenant, obtain a reference and credit search from a tenant assessment agency. If the Tenant is a company then a search shall be carried out on the company. Without a satisfactory reference or written authorisation from the Landlord, no Tenant will be permitted a tenancy. The Agent may request that the Landlord waive the Agent's liability in the event of any breach of contract by the Tenant

### 3.2 Viewing

If an interested party wishes to view the Property, the Agents shall agree for the Landlords to meet or accompany them at the Property.

If the applicant fails to pass the tenant assessment standards;

- a guarantor shall be required who must also satisfy the tenant assessment agency reference, or
- full rent of the tenancy must be paid in advance before the commencement of the tenancy.

### 3.3 Advertising

Marketing the Property may include advertisements in the local press,Internet, on the Agents mailing list or erecting a For Let board outside the Property.

### 3.5 Inventory

Subject to clause 3.2, if an inventory is not requested, the Landlord must advise the Agent in writing before signing these Terms and Conditions

### 3.6 Tenancy Agreement

Most tenancy agreements are Assured Shorthold Agreements (AST). Once the tenancy commences, the Tenant is guaranteed possession for six months. If the fixed term is less than six months, and the Landlord wishes to obtain possession, a possession order will only be effective after the first six months. A Company tenant will use a common law agreement. These agreements are available for inspection upon request of the Landlord. Additions or amendments to the Agreements requested by the Landlord's solicitors shall be included upon request. If the Landlord wishes to use his own tenancy agreement, a draft must be submitted to the Agent as soon as possible so that the applicant may seek legal advice before signing it.

### 3.7 Deposit

Except where otherwise provided, the Agent shall hold the deposit as stakeholder. A security deposit of at least one-month rent will be collected from the Tenant and held by the Agent in the client account throughout the tenancy term. At the termination of the tenancy, the Agent, upon written consent of both the Landlord and the Tenant shall release the deposit. Any deduction of the deposit must also be agreed between the Landlord and Tenant and both parties must inform the Agent of the amount to be deducted in respect of damages from the deposit before it is returned to the Tenant less accrued interest.

As a stakeholder the Agent cannot make deductions from or in anyway deal with the deposit except on the joint instructions of the Landlord and Tenant. This applies in all situations including the sale of the Property by the Landlord during the tenancy.

### 3.8 Utilities

Before the commencement of the Agreement, the Landlord should ensure that the telephone is disconnected and all utility companies are notified to avoid any debt arising under the Landlord's name.

### 3.9 Commencement of the Tenancy

The Agent shall:

- arrange for the Tenant to sign the Agreement and it requested send a copy to the Landlord;
- take from the Tenant the first months rent and a deposit of not less than one months rent which shall be retained as above; and
- deduct from the first months rent, the letting fee, inventory fee and/or the first month's management fee. Any balance shall be paid to the Landlord. If the fees exceed the first months rent, any balance outstanding will be immediately payable by the Landlord upon receipt of the Agent's invoice.
- On Full Management when Tenant pays more than one months rent in advance, funds will only be released as and when rent is due to the Landlord.

### 3.10 Section 21 Notice

Where the tenancy is an AST, a notice of not less than 2 months must be served upon the Tenant to terminate the Tenancy. Without service of this notice, possession of the Property cannot be obtained. If a Let Only Landlord wishes such notice to be served by the Agent, a fee of £58.75 shall be payable by the Landlord to the Agent. (Full Management Services - no charge). The Landlord must also give not less than two weeks notice to the Agent before service of the notice.

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## 4 Full Management Standard Service

*This includes the full letting service plus the following:*

### 4.1 Rent receipt

The Agent shall receive the rent from the Tenant each month by standing order, cash or cheque. The Agent shall make monthly accounts to the Landlord within 19 working days after receipt of cleared funds. If the rent is not received from the Tenant, the Landlord will be advised to consider legal action to recover rent arrears or seek possession of the Property by a Rent Indemnity Insurance or through a solicitor.

The agent is not responsible if a Tenant fails to pay rent.

The Landlord remains responsible to ensure that all ground rent and services charges are paid, if applicable.

The Agent will pay rent net of any deductions to the Landlord on a Friday, Bank Holidays permitting Rents received up to and including Tuesday (The Cut-Off Day) will be included in the Friday payment process. Rents received on Wednesdays, Thursdays or Fridays will be carried forward to the following payment run. The payment process cut-off day may be varied to accommodate Bank Holidays. Payment cc by bank transfer (BACS) direct to the Landlord's account. Three working days should be allowed for the funds to clear into the Landlord's account. In such circumstances when a Tenant's cheque or standing order is not honoured by the Tenant's bank, the Landlord must refund to the Agent the amount paid to him and seek compensation direct from the Tenant.

The agent is entitled to retain any interest earned on the rent while it is Agent's account.

### 4.2 Maintenance and repairs

The Landlord is responsible for the repairs and upkeep of the Property. Which include:

- to keep in good repair the structure of the Property (including the drains, gutters and down pipes) and the exterior,
- to keep in good repair the appliances for the supply of gas, electricity and water;
- to keep in repair appliances for the supply of space heating and water heating and
- to keep in repair the sanitary appliances

The Agent shall administer day to day repairs up to a maximum of £250.00 plus VAT for any one item. If repair or replacement is likely to cost in excess of this figure, the Agent shall endeavor to contact the Landlord or his representative, except in an emergency, and wherever practical, supply an estimate before commencing work.

In the event that instructions are not received from the Landlord, in an emergency, and/or there is a defect that is likely to cause death or injury, the Agent will have full authority to act in the Landlord's best interests.

Except where otherwise provided, if the Landlord provides the Agent with a nominated contractor, the Agent shall make every reasonable effort to contact him.

The Agent reserves the right to instruct an alternative contractor to prevent or to mitigate further loss and/or damage.

Where remedial work is required during a gas or electricity inspection, the Agent reserves the right to authorise any work whilst the engineer is on site up to a maximum of £150.00 plus VAT. This protects the safety of the Tenant and eliminates further call out charges for the Landlord.

Landlords have statutory obligations to ensure that at the commencement of the Tenancy all appliances left in the Property are:

- in good repair and working order;
- kept in repair during the Tenancy; and
- replaced when necessary.

### 4.3 Payment of outgoings

If instructed and subject to sufficient client funds, the Agent shall pay the ground rent, service charges and other appropriate outgoings for the Property on the Landlord's behalf. The Landlord shall arrange with the various companies to forward to the Agent all relevant invoices. If the Agent does not receive the relevant documentation, the Agent will not accept liability for any losses suffered by the Landlord. If a dispute arises from such payments, the Agent cannot act on the Landlord's behalf and will not accept any responsibility.

#### 4.4 Property visits

The Agent shall visit the Property 4 times a year. Further visits shall be made upon written request of the Landlord, at charge of £29.37 inclusive of VAT per visit. Non.expert investigation of apparent and obvious defects that are brought to the Agent's attention via the Tenant or third party may be undertaken. The Agent accepts no responsibility for latent or hidden defects and advises the Landlord to instruct a structural surveyor or engineer for such circumstances.

#### 4.5 Void periods

The Management Service does not include security or supervision of the Property when it is not let. The Landlord must make suitable arrangements to have the Property checked during void periods.

#### 4.6 Termination of management

Giving not less than two months written notice, to the Agent, the Landlord may terminate this Agreement. If the Tenants remain in occupation of the Property, the Agent shall charge fees appropriate to

the Letting Service for the period of continuing occupation. The Agent may terminate this Agreement upon giving not less than 2 months written notice. If any term or condition of this Agreement or statutory obligation is breached by the Landlord or any act or omission which renders the Agent's duties of managing the Property impractical or impossible, the Agent may terminate the Agreement with immediate effect.

#### 4.7 Retention of rent

The Agent shall retain as a lien the receipt of the Tenant's last months rent payment in respect of fees payable by the Landlord.

To protect the interests of the Tenant and to pay for any necessary repairs, where the rent that has been paid more than one month in advance the Agent will pay it to the Landlord monthly throughout the tenancy.

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## 5 Full Management Premier Service

*This includes the full letting service and the Full Management Standard Service plus the following:*

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#### Rent and Legal Protection Insurance

From the date on which a tenant moves into the property the Landlord will receive continuous cover with the Letsure rent and legal protection 'Silver' product.

The insurance provides the following cover:

- Up to £60000 rent and legal expenses cover per policy.
- Payment of monthly rent for a maximum of 12 months following non-payment by the tenant.\*
- 100% of the monthly rent is paid until full and vacant possession is obtained. (subject to an excess of 1 months rent)
- 75% of the monthly rent paid for up to 2 months once full and vacant possession is obtained until property has been re-let.

- **Legal fees paid to obtain vacant possession.**
  - **Legal fees paid to evict squatters.**
  - **Accommodation costs paid up to £50 per day, £1,500 per claim until vacant possession is obtained.**
- \*The maximum monthly rent is £5,000 (it may be possible to accommodate higher rents upon request). Please refer to Premier Information Sheet for all policy conditions.**

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## 5 General Terms and Conditions

### 6. Early departure of tenant

If the Tenant vacates the Property before the expiry date, the Landlord should take action to recover outstanding rent from the Tenant. Any commission paid, in advance, to the Agent will be refunded pro rata, only following a legitimate termination.

### 6.2 Duplicate statements

Requests for duplicate statements or other information within a tax year shall be charged at £29.38 inclusive of VAT. This charge shall be deducted from rental income.

### 6.3 Mortgages and Leases

Where the Property is subject to a mortgage or held on a long leasehold, consent must be obtained by the Lender or Superior Landlord before the Property is sub-let.

The Lender/Superior Landlord may'

- Charge the landlord a fee for giving their consent; or
- alter their interest rate; and/or
- request a copy of the Tenancy Agreement.

### 5.0 Insurance

The Landlord must ensure that the Property is covered with a fully comprehensive insurance policy for all insured risks at replacement Value in respect of buildings and contents. Proof of such insurance should be provided to the Agent. It is strongly advised that the Landlord obtains a rent indemnity policy. The Agent can provide buildings I contents policies and rent indemnity/ legal expenses cover at the Landlord's request.

### 6.5 Taxation

Rental income is assessable for tax, The Landlord must inform the Inland Revenue (IR) that the Property is let. There are allowances, which can be claimed against rental income. Advice can be sought from an accountant. Such information can be found in booklet 1R150 from an Tax Office. For Landlords resident overseas special rules apply to the collection of tax from rental income.

The Landlord should obtain a tax approval number from the IR. Otherwise, the Agents shall deduct tax at the basic rate from the rental income.

Approval numbers can be obtained from the IR by completing form NRL1. The Agent can provide these. On completion the form must be returned to the Agent as soon as possible. The Agent shall then forward the form direct to the IR on the Landlord's behalf.

### 6.6 The Fire and Furnishings Regulations 1988 - Amended 1993

The Landlord warrants that pursuant to the above regulations, all upholstered furniture in the Property satisfies the fire resistant requirements. The Landlord must ensure labels are attached to the furniture at the Property showing that they comply with the regulations. The Agent shall require proof of such labels before the Tenancy commences.

### 6.7 Electrical Equipment (Safety) Regulations 1994

All electrical installations, wiring and appliances must comply with the above regulations. The Agent reserves the right to use a nominated contractor to test the electrical wiring circuits and electrical appliances within the Property for compliance to the regulations. No Tenancy will commence until the Agent receives a valid compliance certificate.

### 6.8 Gas Safety (Installation And Use) Regulations 1988

The Landlord must ensure that the gas appliances, gas boilers, fire beaters and gas water heaters are checked by a CORGI registered gas installer every 12 months. The Landlord must give a copy of the check report carried out in compliance with the regulations to the Tenant.

The Agent reserves the right to use a nominated contractor for the gas safety check within the Property. Should the Landlord fail to provide a current certificate from a contractor of their choice the Agent will arrange for the checks to be carried out at the Landlord's expense. No Tenancy will commence until the Agent receives a valid compliance certificate.

**6.9 Gas Safety (Installation And Use) Regulations 1988**

The Landlord must take all measures to protect his interests in seeking or defending legal action in respect of recovering rent arrears or actions brought against the Landlord. The Landlord shall suffer all legal costs personally. The Agents reserve the right to charge £58.75 per hour inclusive of VAT to attend court on the Landlords behalf.

**6.10 Houses in Multiple Occupancy (HMO)**

The Landlord must take all measures to establish whether their property will require a licence under the HMO licensing scheme. if the property is subject to a licence the Agent must be informed prior to the marketing of the property and a copy of the licence supplied to the Agent More information on the HMO scheme is available within the Agents general literature.

**6.11 Mail**

The Agent shall not forward the Landlords mail and the Landlord must make the necessary arrangements with the Post Office.

**6.12 Interest on the Landlords monies**

Interest accrued on clients' money shall be retained by the Agent to offset bank and administrative charges.

**6.13 Withdrawal from Agreed Offer**

Where the Landlord withdraws instructions to let the Property, the Landlord shall pay to the Agent the costs and expenses incurred up to the sum of £58.75 inclusive of VAT or £88.12 inclusive of VAT if an application has already been processed.

**6.14 Purchase of the Property by any party**

In the event that the Tenant, or anyone associated with the Tenant, or any person introduced by the Agent to the Property, purchases the

Property during or within the 6 months of the end of the Tenancy, the Landlord agrees to pay commission to the Agent at a rate of 1.5% of the contract price. At the Agent's discretion this may be reduced by negotiation according to the length of any landlord I agent relationship. The commission plus VAT is payable upon completion of the sale.

**6.15 Instruction manuals**

English instruction manuals must be provided for every gas, electrical, oil or solid burning appliance, including all central heating systems in the Property. If instructions are not included, the appliance may be removed from the Property. The Agent reserves the right to supply instruction manuals at the Landlord's expense.

**6.16 Legal jurisdiction**

These Terms and Conditions shall be governed, construed and enforced in accordance with the law of England and Wales.

**6.17 Complaints Procedure**

In the event of a problem with our service it should be noted that the Agent has a complaints procedure, a copy of which is available from any branch office or by post upon request.

**6.18 Indemnity of the Agent**

The Landlord agrees to indemnify the Agent against any damage or liability, whether civil or criminal, suffered from and during the time the Agent is or was acting on the Landlord's behalf. The Landlord shall indemnify the Agent, for the cost of any work effected at the Property that was undertaken to ensure that the Property (and its contents) complies with the Landlord's obligations to the Tenant.

**Execution: The Landlord agrees to:**

- the above Terms and Conditions; and
- instructs the Agent to act on his behalf for the purpose of:

<input type="checkbox"/>	<b>Letting the Property</b>
<input type="checkbox"/>	<b>Management of the Property - Standard</b>
<input type="checkbox"/>	<b>Management of the Property - Premier</b>
(tick as appropriate)	

**The Landlord:**

- understands and acknowledges his obligations pursuant to clauses 6.6, 6.7, 6.8, 6.9, 6.10; and
- accepts and confirms that he has full responsibility to ensure that he has and will continue to comply fully with the requirements of clause 6.6, 6.7, 6.8, 6.9 and 6.10 before and during the letting of the Property.

**The Landlord confirms that:**

- he owns the Property; and
- has obtained all consents necessary for the letting; and
- he has been offered a suitable rental indemnity or legal protection insurance policy by the Agent: and
- the Agent will not be liable for any loss that the Landlord may incur if insurance a declined.

Section 42a Income and Corporation Tax Act 1988 and Taxation of Income from Land (Nonresidents) Regulations 1995, SI 1995 No 2902. The landlord confirms their status below and confirms that they will notify BK Associates. in writing of any change to that status

<input type="checkbox"/>	<b>am currently a full-time UK resident, residing at the address on page one of this document</b>
<input type="checkbox"/>	<b>I am currently a UK resident, but will be moving abroad in the near future, and have I will supply BK Associates with the appropriate address</b>
<input type="checkbox"/>	<b>I am not currently a UK resident and my address overseas is that entered on page one of this document</b>
(tick as appropriate)	

Signed by the Landlord  
or duly authorised  
representative

..... Date ..... (1)

..... Date ..... (2)

..... Date ..... (3)

..... Date ..... (4)