

Agency Agreement

This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Berkshire Estate Agents who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

STANDARD MANAGEMENT SERVICE: Berkshire Estate Agents provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy.

The Standard Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary at the end of the tenancy term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and tenancy agreement.
6. Taking a deposit from the tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the tenant and the tenancy deposit scheme provider.
7. Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 working days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
8. Arranging with service companies (principally electricity gas & water) for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy.
9. Regular inspections of the Property are carried out on a 6 month basis. Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent.
10. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
11. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
12. Carrying out a full property inspection and inventory check at the end of the tenancy and, if requested, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear prior to releasing the deposit.

Additional items and other expenses will be charged according to the scale of fees defined on next page.

Scale of Fees

[VAT at the current rate 20% will need to be added to these fees where appropriate]

Standard Management Fee:	9% of rent due INCLUDING VAT
(Your monthly rental is This means you will pay a fee of monthly, inclusive of VAT. Should the agreed rental be higher or lower at any point, our commission fee will be correspondingly higher or lower).	
Letting Only Fee:	7% per contract term INCLUDING VAT
Tenancy Set-up Fee / Renewal (due at every renewal):	£0
Minimum Fee (in case of early termination):	£2000
Short Lets:	(less than 6 months) 15 % of rent due INCLUDING VAT
	(less than 3 months) 20 % of rent due INCLUDING VAT
Administration of NRL tax returns	£150 per annum where applicable INCLUDING VAT
Redirection of mail overseas:-	£0
Faxes & overseas telephone calls:-	£0
Tenancy Deposit Protection cover	£50 scheme costs for a 6 month period
Inventories / Schedule of Condition: -	Dependant on the size of property £65-£105
Inspections:	£18.00 INCLUDING vat
Duplication & testing of extra keys	Cost of key cutting service
Issuing Notice of Seeking Possession	£50 plus solicitors fees if necessary
Energy Performance Certificate	75.00 INCLUDING VAT

Terms of Business

1. GENERAL AUTHORITY:

1.1 The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-13 of the Standard Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued.

1.2 The landlord agrees to supply an Energy Performance Certificate to the agent prior to marketing the property as this is a legal requirement and the rating must be listed when advertising the property. Should the landlord not have an EPC for the property the agent can arrange one through a trusted supplier at an additional cost of £75.00 INCLUDING VAT.

2. LIABILITY FOR TENANT DEFAULT:

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

3. REASONABLE COSTS AND EXPENSES:

3.1 The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

3.2. Where the agreement is cancelled under the Cancellation of Contracts Made in a Consumer's home or Place of Work etc Regs. 2008 the landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract.

4. MAINTENANCE:

4.1 The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (UK landlords: £200, overseas landlords: £300) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment will incur an additional charge - see Scale of Fees above). 'Retained maximum

expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

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4.2 For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

4.3 Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the property.

7. SERVICES:

The Agent will take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this depending on the size of the inventory and the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

9. TENANCY AGREEMENT:

The Standard Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

10. NOTICES:

The Agent will, as necessary, serve the usual legal notices on the tenant(s) in order to terminate the tenancy, increase the rent, or for any other purpose that supports the good management of the Property, or the timely return of the deposit at the end of the tenancy.

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11. RESERVATION FEES:

A reservation fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the tenant decide to withdraw the application. The reservation fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. Landlords should notify the Agent where they wish a larger security fee to be carried to protect against loss of rents, or insurance undertaken. This fee is not a deposit until it is transferred on the establishment of the tenancy.

12. TENANCY DEPOSITS:

12.1 Deposits Upon signing the tenancy agreement, the Agent will take a dilapidations deposit from the tenant(s) in addition to any rents due. The purpose of the dilapidations deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy, or forwarded to one of the Government-regulated deposit schemes listed below.

12.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt. The schemes are:

- (1) The Deposit Protection Service (DPS)
- (2) My Deposits
- (3) Tenancy Deposit Scheme (TDS);
- (4) Deposit replacement Insurance Policy DAS Tenant Deposit Legal Protection

12.3 Tenancy Deposit Information. Where statutory tenancy deposit protection applies to a tenancy deposit, the Agent will provide to the tenant within 30 days the following information required from the Landlord by the Housing Act 2004:-

- (a) information on the particular scheme under which the tenancy deposit is protected;
- (b) compliance by the Landlord with his obligations under the Act and
- (c) prescribed information for the tenant.

More information on the requirements of the deposit protection schemes is available on the following web site(s) and landlords are strongly urged to familiarize themselves with their legal responsibilities.

<http://www.direct.gov.uk>

13. INSPECTIONS:

13.1 Under the Standard Management Service, the Agent will normally carry out inspections 6-monthly starting after the first month. Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would generally be made.

13.2 Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

14. TENANCY DEPOSIT DISPUTES

14.1 The Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the tenant. Where the deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, and

then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. An estimate of the likely costs of preparing and submitting the claim to adjudication or for Small Claims will be submitted to the Landlord before any case is started.

14.2 The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

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15. TERMINATION:

15.1 Termination of Agency Agreement This Agreement may be terminated by either party by way of two months' written notice. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation. Where the landlord intends to continue Letting to the tenants placed by Berkshire Estate Agents Ltd, the fee on termination will be equivalent to £2000 + VAT.

15.2 Tenancy Agreement The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

15.3 Agreements signed away from the Agents office. The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2008 provide that the Landlord may have a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the Agent at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract. The required notice is available at the end of this agreement.

16. SOLE LETTING RIGHTS:

It is agreed that only the Agent may let the Property.

17. SAFETY REGULATIONS:

WARNING: You should read and understand these obligations before signing overleaf.

17.1 The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994

17.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information in the form of explanatory leaflets accompanying this Agreement to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with above regulations. Under the Standard Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.

18. COMPLAINTS

If for any reason you have an issue with the service that is offered, please request our in house complaints procedure where we will acknowledge your complaint within 3 working days. We will look over it and strive to rectify to the best our ability. You will receive a response within 15 working days. If you still feel your complaint has not been resolved to your

satisfaction then you will be able to escalate the complaint to The Property Ombudsman. All of the information needed to take the complaint further is listed on the in house complaints procedure, or it can be found on www.tpos.co.uk

19. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing.

20. VALUE ADDED TAX:

Our fees are stated do not include VAT which should be added to the fee at the appropriate rate.

21. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let. The Agent would normally be responsible for the administration of any claims arising during the period of management where the Property is being managed (i.e. this only applies to properties under the full "Standard Management Service") and subject to an additional charge for major works (see "Maintenance").

21. HOUSING BENEFIT:

The Landlord undertakes to re-imburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

22. LEGAL PROCEEDINGS:

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

23. LETTING ONLY SERVICE,

Where the Landlord does not wish the Agent to undertake full management (the Standard Management Service), the Agent can provide a Letting Only Service. The Letting Only Service includes only items 1 to 5 of the Standard Management Service as listed above. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the property and any gas and electrical appliances. The Landlord would remain responsible for complying with the deposit protection requirements of the Housing Act 2004 and must provide the Agent with written confirmation of this together with a receipt for the deposit monies received by the Agent on his behalf. The fee for the Letting Service is 8% of the gross rental for the term of the tenancy subject to a minimum fee of £ 300 plus VAT. The fees are payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the term of the tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

24. LETTING ONLY SERVICE PLUS DEPOSIT PROTECTION

Where the Landlord requires the Agent to deal with his legal responsibilities for the protection of tenancy deposits under the Housing Act 2004 (item 6 of the Standard Management Service) then this will be charged in addition to the above Letting Only Service.

25. LETTING AND RENT COLLECTION SERVICE:

Where the Landlord requires the collection of rents and the deposit service (items 6 & 7 only of the Standard Management Service as listed above) in addition to the Letting Only Service, then total fees of 10% (of the gross rental income for the term of the tenancy) will be charged and will be deducted from rents collected.

26. RENEWALS:

Where, with the consent of the Landlord, the tenancy is renewed or extended to the same tenant (or any person associated with the tenant) originally introduced by the Agent, a renewal fee equivalent to 7.5% of the gross rental for the term shall be payable on the renewal date. The Agent shall prepare the tenancy agreement, if required, for the new or extended tenancy and the terms of this Agreement shall continue until the tenant leaves, or this Agreement is terminated.

27. ACCEPTANCE & VARIATION:

The terms and conditions of this Agreement may be varied by either party, but only with two months' prior written notice.

I wish the Agent to undertake the following service:

Standard Management Service*

[Letting Only Service – see clause 23]*
[Letting Only plus Deposit Protection – see clause 24]*
[Letting and Rent Collection – see clause 25]*

**Delete as applicable*

28. PROPERTY:

I/we also confirm that we are the sole/joint owners of the Property known as:

Agreed Rental income:

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Agent details

Name of business	Berkshire Estate Agents Ltd
Address	12 – 14 Windsor Road, Slough, Berkshire
Postcode	SL1 2EJ
Telephone no.	01753 517 888
Fax no.	01753 553921
Email Address	enquiries@berkshire-estates.co.uk
Details of any code of conduct, trade association adjudication or professional body non judicial dispute resolution procedure	Deposit Protection Service Ltd
VAT number (if registered)	107 2658 24
Member of	The Property Ombudsman www.tpos.co.uk

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing.

Signed:Date:

Signed:Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Landlord's
Full Name(s):

Signed on behalf of the Agent: Date:

Notice of the Right to Cancel

The consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

[Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regs. 2008]

Agent's name.....

Any relevant reference no.....

The address, (including any electronic mail address as well as the postal address),
of a person to whom a cancellation notice may be given.

.....
.....

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

Cancellation Notice to be Included in Notice of the Right to Cancel

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named above. You may use this form if you want to but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

----- *cut here* -----

CANCELLATION NOTICE

To: _____ [Agent's name or the name of the person
to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel
my/our (delete as appropriate) contract [Agent to insert reference number, code
or other details to enable the contract to be identified. He may also insert the name and address of
the consumer.]

Signed

Name and Address

Date