



TERMS & CONDITIONS

LETTINGS & MANAGEMENT SERVICES

EXCELLENCE
IS... TO DO A
COMMON
THING IN AN
UNCOMMON
WAY



Address of Property:

Landlord(s) Full Name:

Landlord(s) Address:

Landlord(s) contacts:

Rent per calendar month:

SERVICE SELECTED: Let Only Rent Collection Full Management



LETTING ONLY SERVICE

WE WILL: Prepare particulars of the property for immediate circulation to applicants, advertise on the internet as necessary and show prospective tenants around the property and Erect a ‘To Let’ and a ‘Let By’ marketing board when let. PLEASE PROVIDE US WITH A KEY FOR ACCESS.

Obtain full references for each tenant using a third party referencing company. This will include electronic identity checks and also Right to Rent checks. (Please see page 5 for costs)

Prepare initial Assured Shorthold Tenancy Agreement and co-ordinate the signing of the same and if required, we can do the renewal documents or serve relevant notices, these would be subject to additional charges, see page 5.

Provide the tenant with contact details for the landlord (or nominated representative).

Collect the initial rent amount in advance, together with a third party deposit replacement product document, or a deposit which is equal to 5 weeks rent (or 6 weeks in the event that the annual rent is over £50,000pa) in respect of dilapidation's and non-performance of the tenant's obligations. Upon the start of the tenancy, we would then pay the rent (and deposit, if applicable, upon receipt of a deposit registration certificate), to the Landlord or nominated Bank or Building Society account, with an invoice, minus any agreed deductions.

Fees: Our fees for our Letting Only Service are charged at 2.1 month's rent incl. VAT, equal to 1.75 month's rent plus VAT payable at commencement of the tenancy. This is a one off payment due at the commencement of the tenancy.

LET & RENT COLLECTION SERVICE

As detailed under the Let Only service above, and also:

Make arrangements for the demand of the monthly rent due in respect of the tenancy. Upon receipt, pay the same over to the Landlord or nominated Bank or Building Society account, minus any agreed deductions.

Bond the Tenancy Deposit in a suitable deposit scheme and hold it in a ring-fenced account, and negotiate arrange and draw up all related paperwork for the tenancy, subject to additional charges, see page 5.

Arrange and co-ordinate the tenant occupation and vacation of the premises.

Fees: Our fees are charged on a monthly basis at 14.4% of the gross rent incl. VAT, equal to 12% plus VAT for the period that the tenant occupies the property.



FULL MANAGEMENT SERVICE

As per the Let Only and Rent Collect services above, and also:

Prepare a statement of account for the property.

Provide inspection visits twice annually whilst the tenants are in occupation, and produce a written report, containing photographs, which details any works that may be required.

Use of company trusted contractors to deal with any property issues that may arise. We will obtain your approval first except in cases of emergency, or where you are uncontactable, if costs exceed £250.00.

Be on call for the tenants in case of emergency. For managed properties, we will require 4 sets of keys and will not pass on the landlord contact details as the tenants would report to us.

Organise the transfer of utilities and council tax with the ingoing and outgoing tenant at the start and end of the tenancy.

Fees : For UK resident landlords, our fees are charged monthly at 18% incl. VAT, equal to 15% plus VAT for the period that the tenant occupies the property.

For Landlords resident outside the UK, our fees are charged monthly at 19.2% incl. VAT, equal to 16% plus VAT for the period that the tenant occupies the property. This is due to your requirements with the HMRC Non-Resident Landlord Scheme (NRL) which we will help you set up.



OTHER FEES AND CHARGES

These fees are subject to change without prior notice.

Tenancy Agreement/Renewal fee (including Section 21 Notice): £234 incl. VAT, equal to £195 plus VAT.

Annual Tenancy Deposit Bonding with MyDeposits: £48 incl. VAT, equal to £40 plus VAT

Referencing Charge per tenant (including identity and Right to Rent checks as per 2022 legislation): £36 incl. VAT, equal to £30 plus VAT

Periodic Conversion: £168 incl. VAT, equal to £140 plus VAT.

Inventories and Checkouts: include a full written and photographic record of the property at the commencement and termination of the tenancy and are prepared by an external contractor. Please see below for current charges for each, depending on size of property.

Studio/1 bedroom / 2 bedrooms	£210 incl. VAT (£175 + VAT)
3 bedrooms / 4 bedrooms	£300 incl. VAT (£250 + VAT)
5 bedrooms plus	£360 incl. VAT (£300 + VAT)

Pre-Tenancy Requirements for all lettings services: (prices are subject to size, amount, condition etc):

- Energy Performance Certificate (if there isn't one for the property, it has expired {after 10 years}, or significant changes have been made to the property and it needs to be redone)
- Inventory carried out by a third party
- Annual Gas Safety certificate or Oil boiler service
- Annual Chimney Sweep
- Professional Clean (this will then be stated on the inventory)
- HMO license, if required. Please ask if unsure.
- EICR electrical certificate (to be redone every 5 years)

As a landlord of a **LET ONLY or RENT COLLECT** property, **YOU** would need to obtain and provide us with the above, in order for a tenancy to commence.



THE LANDLORD AGREES TO ADHERE TO THE FOLLOWING:

Property subject to mortgage/loan - If the property to be let is subject to a mortgage or loan for which it is being held as security, permission to let should be obtained from the lender prior to the commencement of the tenancy to ensure no breach of the terms of such loans or your obligations to have adhered to any such requirements as set out in the tenancy agreement. **Please ensure that we are provided with a copy of your lenders consent as soon as possible.** Should the property be leasehold or subject to a managing agreement, it is the landlord's responsibility to ensure any management agreement is adhered to and that any freeholder's consent is gained. **Again we require confirmation of this consent having been obtained before the commencement of any tenancy.**

Property Insurance – You must ensure you have adequate levels of insurance cover on the buildings and contents throughout the term of the tenancy. We recommend taking out specific Landlord Insurance. You should inform your insurer of the fact that the property is let and check to ensure there are no specific clauses or requirements that we should be made aware of as we cannot be held responsible for any query over the nature of your cover. Please ensure we are provided with confirmation that suitable cover is in place and any restrictions in writing. We can offer you help with this via our referencing company, for which we obtain a small financial gain. If you would like a quote for either buildings and contents insurance, or Rent protection insurance, just let us know.

Emergency Action - Should a tenants' well-being or safety be compromised during the course of their tenancy, Cridland and Co reserve the right to withdraw their management services with immediate effect or to instigate repairs/works at their discretion and at the landlord's cost, whether or not contact for authorisation has been made.

Legal Action - The Landlord will be responsible for taking legal action necessary for rent recovery or any other matters relating to the tenancy and will be responsible for payment of all fees and costs. If Cridland and Co are required to attend court our charges will be £120 including VAT per hour or part thereof plus reasonable expenses.

Resident outside the UK - If the Landlord resides abroad then tax will be deducted and paid over to HMRC, unless HMRC has approved the Landlord and issued a notice to Cridland and Co authorising us not to deduct tax. It is the Landlord's responsibility to inform Cridland and Co if they are to be resident outside the UK. Failure to inform us of a change in your residency entitles us to reclaim from you or deduct from the rent, any reasonable expenses, costs, tax deductions or fines that may arise.



Legionella - The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

Regulations - The Landlord must fully comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (Amended 1993); Gas Installations (Safety & Uses) Regulation 1996; Electrical Equipment (Safety) Regulations 1994, the requirement to produce a valid Energy Performance Certificate (EPC) from 1st October 2008 (for new tenants) and other regulations that may apply during the period of any tenancy referred to within this agreement. Any works required to meet those regulations will be carried out as soon as is reasonably possible. Should the landlord not comply with any recommendations, Cridland and Co reserve the right to withdraw their management services with immediate effect or to instigate such tests at their discretion at the landlord's cost.

Smoke and Carbon Monoxide Alarm Regulations 2015. From 1st October 2015 landlords must ensure that a smoke alarm is fitted on every floor of their property where there is a room wholly or partly used as living accommodation*.

*NOTE: Under the regulations, a bathroom or lavatory is classed as a 'room' used for living accommodation and a 'room' covers halls or landings. Stairways are also included in the regulations. For instance, for maisonettes or flats above shops where the flat is on the first floor but you enter via stairs on the ground floor a smoke alarm will be required in the stairwell.

Landlords must also have a carbon monoxide alarm in any room where solid fuel is burnt, such as wood, coal or biomass and includes open fires. While gas and oil boilers are not included in these regulations, Cridland and Co is taking a policy decision to advise landlords of all managed properties to install CO alarms in all rooms with these types of fuel, as best practice.

Fireplaces/ Wood burning stoves - Under Section 11 of the Landlord and Tenant Act 1985, the Landlord is legally responsible for ensuring the safety, working and servicing of all heating and hot water installations. Although the wording can seem ambiguous, this also refers to open fires, Rayburns, Agas, coal and wood burning stoves. Hence it is the landlord's responsibility to have any chimney swept on an annual basis and provide us with proof. If we manage your property, we will arrange this for you.

Agency Termination – From the day after you sign this contract, you have the right to cancel this contract within 14 calendar days of signing if a tenancy agreement has not been signed by all parties.

The Agent reserves the right to give 14 days' notice in writing to the Landlord to terminate this agreement for **WHATSOEVER** reason. Once the tenancy agreement has been signed, the landlord may not terminate the agreement until such time as the tenancy ends unless all fees/commission due within that term have



been settled. If a renewal tenancy invitation has been offered and accepted it will be deemed that the renewal tenancy will encounter these same liabilities.

Withdrawal from Agreement To Let – The Landlord agrees to repay any reference/administration/contractor fees that have been paid by Cridland and Co in relation to agreement to let the property if the Landlord subsequently withdraws from that agreement prior to signing of the contract. The Landlord will also be subject to a withdrawal charge payable to Cridland and Co of £300 incl. VAT plus all other related costs incurred as a result of setting up the tenancy (see page 5)

Collection of Monies - The Landlord undertakes to indemnify the company within 7 days of a demand for payment against all claims, costs and expenses of whatever nature made by the department of social security or other body or person and arising from the collection and payment to yourself and/or nominated bank or building society of the monthly rent or any other sum in addition to any other costs incurred on your behalf during the course of our management of the property.

Legal Advice - We advise The Landlord to have the ARLA tenancy agreement checked (a specimen of which can be made available at any time) by their own legal representative as Cridland and Co cannot accept responsibility for any errors and or omissions.

Signing on behalf of a landlord – Once the first (or legislation updated) tenancy agreement has been signed by the landlord, Cridland and Co will happily sign any future tenancy agreement on behalf of the landlord, with written confirmation that they are happy for us to do so.

Sale of Property – If at any time after the commencement of marketing or during a tenancy, unconditional contracts for the sale of the property are exchanged with a prospective tenant or any associated party introduced by ourselves, the agent will be entitled to a commission at our standard sales rate of 1.5% of the sale price (minimum fee of £2000) plus VAT.



Please read this document carefully. Your authority to us to commence marketing of your property, even without signing a copy of this document, implies acceptance of the terms contained in this agreement. Please advise us immediately if you do not agree to these terms.

I/we have read and understood the legal requirements as a landlord and in agreeing the terms and conditions contained herein give my formal consent as the owner of the aforementioned property for an Assured Shorthold Tenancy (or other if agreed) to be created and for Cridland and Co to sign any agreement on our behalf, and agree to pay Cridland and Co all fees and monies due as per this agreement.

Signed by the Landlord(s):

Please Print Name(s) and Date:

Landlord Bank Name & Address:

Sort Code and account number:



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