

Fully Managed Landlord Agreement

The Landlord and the Agent hereby agree to enter into a Contract under the following terms and conditions.

Date:

Parties: The Landlord:.....
Of.....
The Agent: Ellen Kay Lettings
Of 105 Dale Street, Milnrow, Lancashire, OL16 3NW

The Properties The dwelling house situated at:.....
.....

Optimum Rent pcm

Tenant Finders Fee:

Commission collected monthly on all rental income received will be:-.....

Subject to clause 12.1

Tenant Finders Fee, which will be deducted from the first month's Rent, subject to clause 12.2

Ellen Kay Lettings and Management Services Ltd is a member of the Property Redress Scheme.
Further details can be found on their website: www.theprs.co.uk

Please note that all Agent Fees are subject to VAT at current rate.

THE AGENT AGREES WITH THE LANDLORD as follows:

1. The Tenancy

1.1 To source a tenant for the Property, undertake the necessary referencing, credit checking and immigration checking procedures, and report the findings to the Landlord.

1.2 To prepare an appropriate Assured Shorthold Tenancy Agreement and obtain the signatures of relevant parties to the agreement.

1.3 To collect from the tenant a deposit, and protect this within the government approved 'Deposit Protection Schemes' www.depositprotection.com and send confirmation of this to the tenant. The deposit will normally be a sum equivalent to one month's rent but may be greater at the Agent's discretion. No Interest is payable on the deposit.

1.4 To install the tenant in the Property.

This shall include:

- (a) Checking off the inventory with the tenant and obtaining the tenant's signature(s) on the inventory as proof of acceptance. See note 2.
- (b) Obtaining the tenant's signature on a photographic record of the Property to confirm its condition.
- (c) Contacting all utility companies and local authorities and furnish them with the tenant's details including any relevant meter readings.

1.5 Renew the tenant's tenancy agreement when required by agreement with Landlord and tenant.

1.6 Check the tenant out of the Property at the end of the term and make any assessment for dilapidation or incidents beyond fair wear and tear by using the 'Ellen Kay Fair Wear and Tear Guide'.

1.7 To overall act in the Landlord's best interests.

2. Inventory

We strongly encourage our Landlords to have an Inventory report. This should in a detailed manner document the contents and condition of your property including photographs and is prepared at the beginning of each new tenancy. This report may be conducted by an independent company who the letting agent arrange or by the Landlord(s) themselves. This is the responsibility of the Landlord(s) to implement this. An Inventory is required to carry out fair inspections throughout the duration of the tenancy and will also be needed in case there is a difference in opinion between Landlord and tenant at the end of a tenancy agreement where the deposit may be requested to be retained by the Landlord.

3. Rent

3.1 To receive all Rents as they fall due and issue receipts where appropriate paying the Landlord the balance due once the Agent has deducted Commission and Fees where appropriate.

3.2 Unless otherwise agreed in writing between the Landlord and the Agent, Rent will only be paid to a bank account held with a bank based in the UK.

3.3 Rent will only be paid to the person(s) named on this Agreement as Landlord unless the Landlord specifically instructs the Agent otherwise in writing.

3.4 The Landlord undertakes to reimburse 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 as rent. The undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the agent continues to be engaged to let or manage the property under this agreement.

3.5 The Agent accepts no liability for void periods, or for non-payment by tenants.

4. Maintenance

4.1 With the Landlord's consent, the Agent will instruct nominated contractors to carry out minor repairs and maintenance work, pay the said contractor on completion and deduct from the Rent due to the Landlord.

4.2 In the event of the Property requiring maintenance work, if the Landlord is unavailable and providing the Agent has made reasonable attempts to contact the Landlord, the Agent shall instruct the nominated contractors to carry out minor repairs and maintenance work, pay the said contractor on completion and deduct from the Rent due to the Landlord.

4.3 In the event of the Property requiring emergency repairs the Agent shall instruct the nominated contractors to carry out emergency remedial repairs and, pay the said contractor on completion and deduct from the Rent due to the Landlord.

5 Inspections

The Agent will inspect the Property within the initial fixed term agreement. Any inspections following will be by request of the Landlord.

6 Notices and Legal Documents

6.1 Serve on the tenant such notices as required to vacate or deliver up possession of the Property.

6.2 Assist the Landlord or his legal advisors in respect of any breach by the tenant of their obligations under the agreement or notices served on behalf of the Landlord. The Landlord accepts that they are responsible for the payment of any legal costs associated with any court proceedings and agrees to indemnify the Agent against all costs of such proceedings.

6.3 To organise where appropriate any legal certificates and deduct the cost of the certificates from the Landlord unless instructed otherwise in writing.

THE LANDLORD AGREES WITH THE AGENT as follows:

7 Quiet Enjoyment

7.1 That the tenant paying the rent and performing the agreements on the part of the tenant allows the tenant to quietly possess and enjoy the Property during the term without any unreasonable lawful or any unlawful interruption from the Landlord.

7.2 The Landlord is not aware of any building work, repairs, maintenance or construction to the Property or the building of which it forms part of or any adjoining buildings.

8 Legal Consents

8.1 Authorise the Agent to sign all agreements with the tenant, legal notices served on the tenant and inventories on behalf of the Landlord. The Landlord accepts their obligations under all express or implied clauses within the 'Tenancy Agreement'.

8.2 The Landlord will provide all Legal Certificates to the Agent on commencement of the Agreement, or on a change of tenant as appropriate. If the Agent commissions a Legal Certificate on behalf of the Landlord, then the Landlord agrees to reimburse the Agent for the full cost of this certificate.

8.3 The Landlord confirms that he has obtained all the necessary consents required to enable him to rent the Property e.g. mortgagees, Superior Landlords, to ensure there are no restrictions whatsoever which would affect the tenant's enjoyment of the Property. The Landlord indemnifies the Agent against any reasonable costs arising from a breach of this clause.

8.4 To pay any sum of tax due in respect of rent received and to indemnify the Agent against any tax assessment or request for payment in respect of the Property. However, if the Landlord is residing abroad, the Landlord agrees that the Agent will deduct tax at the current rate and forward such deductions onto the Inland Revenue unless the Landlord furnishes the Agent with a Tax Deduction Exemption Certificate.

8.5 Should the Property become subject to any compulsory Licensing Scheme the Landlord agrees to obtain and pay for all relevant licences in respect to the Property unless specifically agreed otherwise in writing between the parties that the Agent will obtain the licence on his behalf. For the avoidance of doubt any relevant licence must be received by the Agent before any tenancy can commence or if a tenancy pre-exists the requirement to obtain a licence, then the licence must be received 14 days prior to the coming into effect of that requirement.

9 Condition of Property and Repair

9.1 The Landlord accepts that if the Agent organises contractors to carry out work on behalf of the Landlord, the Agent does so purely as a service and the Landlord acknowledges that the Agent has no liability whatsoever as to the standard of the workmanship of the contractor.

9.2 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to the Landlord's Agreement with the Tenant. These require the Landlord to keep in repair the structure and exterior of the Property (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Property for the supply of water, gas, electricity, sanitation, and for space and water heating.

9.3 The Landlord undertakes to comply at all times with The Fire and Furnishings (Fire)(Safety) Regulations 1988 (as amended), The Gas Safety (Installation and Use) Regulations 1994 (as amended), The Electrical Equipment (Safety) Regulations 1994, and any other relevant safety provisions of a statutory nature or required by a competent authority.

9.4 Provided that the Agent has given at least 14 days' notice to the Landlord that any legal certificate is due to be renewed and should the Landlord fail to provide such legal certificates 7 days prior to that due date, the Landlord accepts that the Agent will then instruct their own contractor to undertake necessary works to ensure that the Property remains compliant under current legislation and the Landlord agrees to pay for all such works required to ensure that the property is compliant. For the avoidance of doubt, no new tenancy will commence without receipt of all valid legal certificates by the Agent.

9.5 The Landlord agrees to inform the Agent immediately upon knowing or being made aware that the Property is subject to any improvement works where the cost is reclaimed through tenant's energy bills.

9.6 The Landlord confirms that the water system in the Property has been in regular use to minimise the risk of exposure to legionella and authorises the Agent to take any necessary steps should a problem be detected.

9.7 The Landlord confirms and acknowledges that Section 11 of the Landlord and Tenant Act 1985 with regards to repairing obligations apply in relation to the common parts of the property, if any, in which they have a beneficial interest and agrees to keep the same in repair and proper working order. The Agent cannot be held responsible for any claim arising as a result of any disrepair to the common parts of the property unless the claim arises as a result of the Agent failing to do something that was required of them under this agreement.

9.8 The Landlord confirms that there are smoke alarms on each floor of the property that contains living accommodation (including toilets and bathrooms) and confirms that these smoke alarms comply with current legislation. Permission is given for the Agent to test that the smoke alarms are working at the outset of each tenancy and it is agreed by the Landlord that if the Agent finds any alarm which is not working the Landlord will pay the Agent for the reasonable costs of ensuring that the alarm is returned to working condition and if this is not possible, to replace the alarm with a comparable model. If the property does not contain smoke alarms or if those alarms do not comply with the current legislation the Landlord undertakes to install compliant smoke alarms on each floor of the property that contains living accommodation within 14 days of being advised that they are required. Should the Landlord fail to do so it is agreed by the Landlord that the Agent may fit the minimum level of alarm required by any current legislation and the Landlord will pay the Agent for the reasonable costs incurred by the Agent as a result.

9.9 The Landlord confirms that there are carbon monoxide alarms fitted in all rooms which are wholly or partially used for living accommodation (including toilets and bathrooms) and which contain a solid fuel burning combustion appliance and confirms that these carbon monoxide alarms comply with current legislation. Permission is given for the Agent to test that the carbon monoxide alarms are working at the outset of each tenancy and it is agreed by the Landlord that if the Agent finds any alarm which is not working the Landlord will pay the Agent for the reasonable costs of ensuring that the alarm is returned to working condition and if this is not possible, to replace the alarm with a comparable model. If the property contains solid fuel burning combustion appliances and does not contain carbon monoxide alarms or if those alarms do not comply with the current legislation the Landlord undertakes to install compliant carbon monoxide alarms in each room which is wholly or partially used as living accommodation and where such an appliance is present within 14 days of being advised that they are required. Should the Landlord fail to do so it is agreed by the Landlord that the Agent may fit the minimum level of alarm required by any current legislation and the Landlord will pay the Agent for the reasonable costs incurred by the Agent as a result.

10 Costs and Insurable Risks

The Landlord shall insure, allowing for the fact that the Property will be tenanted, the Property and the Fixtures Furniture and Effects in the full reinstatement value thereof against fire, lightning, explosion impact from aircraft and other aerial devices and any article dropped there from, earthquake, riot, civil commotion, malicious damage, subsidence, storm, tempest, flood, burst pipes and overflowing of water tanks or other apparatus and third party risks and such other risks as are normally covered by a household/house owners comprehensive policy and on request supply the Agent with a copy thereof and the latest schedule thereto.

11 Notice

11.1 To give the Agent a minimum of three months' notice in writing if the Landlord wishes to terminate this Agreement provided that such notice shall not expire earlier than the existing tenant vacating the Property. A placement fee equivalent to one month's rent plus VAT will be payable to

the agent where the Landlord intends to continue letting to tenants introduced by the agent after the termination of this agreement.

11.2 The Agent may terminate this agreement by giving a minimum of three months' notice in writing provided that such notice shall not expire earlier than the existing tenant vacating the property except in the circumstances set out in 11.3.

11.3 The Agent may terminate this agreement at any time by giving a minimum of one months' notice in writing if the Landlord seriously breaks any of the terms of this agreement to the point that it makes the relationship between the parties untenable.

11.4 The Landlord accepts that statutory minimum notice periods apply to tenancies governed by the Housing Act 1988.

11.5 In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the property, whether before or entering into a tenancy agreement commission shall be payable by the Landlord to the Agent on completion of the sale at the rate of 1% + VAT of the sale price. Minimum Fee £795+ VAT.

IT IS MUTUALLY AGREED THAT:

12 Set Up Fees and Commissions

12.1 The commission collected each month on all actual rental income received will be 11% + VAT of the Optimum Rent of unless otherwise agreed in writing. Should the tenant's rent be increased at any time, the commission deducted will increase proportionally.

12.2 The Landlord will pay the Agents fees and commission as they fall due and agree that the Tenant Finders fee of two weeks rent + VAT will become due each time a new tenant takes up occupation of the Property.

12.3 The Agent reserves the right to charge the Landlord for renewal of the tenant's Agreement, any such charges to be agreed with the Landlord prior to renewal.

12.4 Should the Landlord decide, for whatever reason, not to proceed with the let of the Property after the Agent has secured a tenant, the Landlord agrees to pay the Agent's justifiable costs in respect of any work carried out and any compensation paid to the tenant.

13 Liability

13.1 The Landlord will indemnify the Agent against all liability arising from the proper performance of the Agent's obligations under this contract.

13.2 The Landlord acknowledges that the Agent will charge the tenant fees prior to and during the tenancy and that these fees will be retained in their entirety by the Agent and the Landlord will have no claim upon these fees. A list of these fees is available on our website, in our office or in writing by request.

14 Data Protection

It is agreed that present and future contact details can be passed between Landlord and tenant; utility companies; utility management services; debt collectors; legal advisors; mortgage companies; contractors and any other third party with an interest in the Property.

15 Jurisdiction

This Agreement will be subject to the jurisdiction of the Court in England and Wales.

16 Special Clauses

As witnessed the hands of the said parties the day and year first written.	
Signed by:	Date:
(The Landlord)
Property Address:
Signed:	Date:
For and Behalf of:	Ellen Kay Lettings and Management Ltd

Notice of Right to Cancel

By law you have 14 days starting from the day you receive this Notice ('the Cancellation Period') to cancel this contract if this contract is signed in your own home or place of work in the presence of a representative of the Agent.

I/We wish the performance of this contract to commence before the expiration of the Cancellation Period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. I/We agree to pay reasonable costs incurred and reasonable fees for services provided by between the date of signature and the date of cancellation.

Signed:.....

Date:.....

Do not sign here unless you wish to begin marketing your Property immediately.

Cancellation Notice

If you wish, you have the right to cancel our contract within 14 days of receiving this Notice. You can do this by completing the cancellation form below and sending by post to:

Ellen Kay Lettings and Management

105 Dale Street

Milnrow

OL16 3NW

or e-mail to: ellen@ellen-kay.co.uk

The notice will be considered served once it has been posted by you.

You may be required to pay a fee to Ellen Kay Lettings and Management if performance of the contract has begun with your written agreement before the end of the cancellation period. You agree to pay reasonable costs incurred and reasonable fees for services provided by between the date of signature and the date of cancellation.

Cancellation Form

If you wish to cancel the contract you **MUST DO SO IN WRITING** and send it to Ellen Kay Lettings and Management as detailed 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)

TO:

Ellen Kay Lettings and Management

105 Dale Street

Milnrow

OL16 3NW

I/WE hereby give notice that I/WE wish to cancel MY/OUR contract:

Fully Managed Landlord Agreement in respect of my property:

Signed	Date
Name	Address