

# Webbers Property Management Agency Agreement



This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Webbers Property Management 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 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.

### **FULL MANAGEMENT SERVICE**

The Agent 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 Full Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Organising where applicable the following: An Energy Performance Certificate, Landlords Gas Safety Test & Certificate, periodical electrical test, Legionella risk assessment, & fire risk assessment, to be carried out by suitably qualified contractors at additional cost. The agent can provide estimates of costs.
4. Interviewing prospective tenants and taking up full references including financial reference, an employer or previous landlord 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.
5. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary and requested at the end of the tenancy term.
6. Liaising with a Landlord's mortgager where necessary with regard to references and tenancy agreement.
7. Taking a deposit from the tenant, dealing with this deposit under the requirements of Tenancy Deposit 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.
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. Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 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.
10. Regular inspections of the Property are carried out on a quarterly 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.
11. 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.
12. An out hours emergency contact service for tenants.
13. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
14. Carrying out a full property inspection and inventory check at the end of the tenancy and, if necessary, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear prior to releasing the deposit, at additional cost
15. Collecting and forwarding Landlord's mail, at cost of postage.

### **LETTING & RENT COLLECTION SERVICE**

Where the Landlord requires the Agent to find a suitable tenant, continue to collect of rents and ensure compliance with the deposit service items 1 - 9 of the full management service as listed above will apply.

### **TENANT FIND SERVICE**

Where the Landlord does not wish the Agent to undertake management of the property (either the Letting Service or Full Management Service) the Agent can provide a Tenant Find Service. The Tenant Find Service includes **only items 1 to 8 of the Full 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 fee for this service is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. The Agent will arrange for the tenant to pay all future payments direct to the landlord. 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. Additional charges as listed below may be applicable.

## Scale of Fees

The following fees include VAT at the current rate of 20%

### **Full Management Service:**

Monthly commission:	12% of rent due. See points 1 to 15 above.
Tenancy Set-up Fee:	£180.00. Covers all advertising & marketing costs drawing up the tenancy agreement, registering deposits and issuing Prescribed Information.
Preparation of Inventory & Schedule of Condition, including photographs:	£120.00 (unfurnished) £210.00 (furnished)
Check out Inventory at end of the tenancy:	No cost
Issuing Notice of Seeking Possession:	No cost
Quarterly Inspections:	No cost
Renewal of Tenancy Agreement:	No cost
Rent review:	No cost

#### **We are clear on commission.**

So for example if your property were to achieve £500 per month you would be charged £60.00 per month in management commission. In month 1 only, there is an additional charge of £180.00 as the set-up fee.

### **Letting & Rent Collection Service:**

Monthly commission:	6% of rent due. See points 1- 9 above.
Tenancy Set-up Fee:	£180.00. Covers all advertising & marketing costs drawing up the tenancy agreement, registering deposits and issuing Prescribed Information.
Preparation of Inventory & Schedule of Condition, including photographs:	£120.00 (unfurnished) £210.00 (furnished)
Check out Inventory at end of the tenancy:	No cost
Issuing Notice of Seeking Possession:	No cost
Quarterly Inspections:	£90.00 (if required)
Renewal of Tenancy Agreement	No cost
Rent review:	No cost

#### **We are clear on commission.**

So for example if your property were to achieve £500 per month you would be charged £30.00 per month in management commission. In month 1 only, there is an additional charge of £180.00 as the set-up fee.

### Tenant Find Service:

Fee Due:	79.2% of one month's rent. Includes cost of marketing, advertising, tenant vetting, preparing the Tenancy Agreement. See points 1 to 8 above.
Preparation of Inventory & Schedule of Condition, including photographs:	£120.00 (unfurnished) £210.00 (furnished)
Check out Inventory at end of the tenancy:	£150.00 (unfurnished) £210.00 (furnished)
Issuing Notice of Seeking Possession:	£60.00
Inspections:	£95.00
Renewal of Tenancy Agreement:	£60.00
Rent review:	£60.00

**We are clear on commission.**

So for example if your property were to achieve £500 per month you would be charged £396.00

### Additional Agency Fees

Energy Performance Certificate:	£114.00
Preparation of paperwork for tax return:	£18.00
Redirection of mail overseas:	Cost of postage
Minimum Fee (in case of early termination)	£480.00

## **Terms of Business**

### **1. GENERAL AUTHORITY:**

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. Should you be a leaseholder, normal maintenance or management company charges will remain your responsibility. 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 1-14 of the Standard Management Service – detailed previously. The landlord has received a copy of the Webbers Landlord brochure. 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. The Agent operates a complaints handling procedure and is a member of the Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk), 01722 333306).

### **2. SALE OF THE PROPERTY:**

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 after entering into a Tenancy Agreement, commission shall be payable to the Agent on completion of the sale at the rate of 1% of the sale price, plus VAT.

### **3. 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.

#### **4. REASONABLE COSTS AND EXPENSES:**

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.

#### **5. MAINTENANCE:**

**5.1** The Landlord agrees to provide the Property in good condition to let 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: £250, overseas landlords: £300) on any single item or repair, and any other requirements or limits specified by the Landlord, under the Full Management Service the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property.** '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.** The agent provides an out-of-hours contact service for tenants, in emergencies only.

**5.2** 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.

**5.3** 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.

**5.4.** The Agent reserves the right to earn an additional fee from third party individuals that carry out any work on or in relation to the property and tenancy.

**5.5.** The agent will require 3 full sets of keys for the property. Two full sets will be provided to the tenants and one full set will be retained by the agent for access as required. Any additional key requirements will be discussed by the Agent with the Landlord.

**5.6.** Should the Landlord require the Agent to use their own contractors then a list of these must be supplied. The Landlord accepts responsibility to ensure the contractors are qualified and insured and a copy of their documents must be supplied to the Agent.

#### **6. 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. The agent will require a letter of notification of approval from HMRC. 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. Tax obligations can change, and you are strongly advised to seek professional advice and/or contact HMRC.

#### **7. 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. The local council may offer a tax free period for properties that are unfurnished and unoccupied.

## **8. 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. The agent cannot be held liable for inaccurate readings if the correct serial number has not been supplied as part of this Agreement. If the agent is unable to read a meter then the relevant service company will be asked to read the meter. 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. Landlords are required to supply a working TV Aerial and telephone line at the property.

## **9. INVENTORY:**

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by a good inventory and condition report from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this. 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. The Agent will not move furniture or white goods. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The Agent will require lofts, eaves and cellars to be empty at the start of the tenancy. But, for health and safety reasons, we do not inspect these areas. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors 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.

The Agent will not carry out a formal check out of the property if they or their appointed clerk has not prepared the inventory.

## **10. TENANCY AGREEMENT:**

The Agent can prepare at additional cost a tenancy agreement in the Agent's standard form(s) and if required provide 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. If the property is subject to a headlease, the Landlord agrees to advise the Agent and provide a copy of the lease prior to tenancy agreements being raised.

## **11. 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.

## **12. ADMINISTRATION FEES:**

An administration 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.

## **13. TENANCY DEPOSITS:**

**13.1 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. All Fees, deposits and rent are paid into the following account: Clients Management Account, Sort Code 30-90-49 Account Number 39733269, Lloyds Bank, Cross Street, Barnstaple, EX31 1BE. The account will earn interest, which is retained by the Agent.

**13.2 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.

**13.3 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.

**13.4 Requirements of The Tenancy Deposit Scheme:**

The Agent is a member of the Tenancy Deposit Scheme, which is administered by the Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts HP1 9GN

phone 0845 226 7837  
web www.tds.gb.com  
email deposits@tds.gb.com  
fax 01442 253193

**13.5** If the Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the Tenancy Deposit Scheme. The Agent holds tenancy deposits as Stakeholder (if not already specified with the Tenancy Agreement).

**13.6 At the end of the tenancy covered by the Tenancy Deposit Scheme**

1. If there is no dispute the Agent 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.
2. If, after 14 working days following notification of a dispute to the Agent and reasonable attempts having 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 be submitted to the ICE for adjudication (subject to 3 below). All parties agree to co-operate with any adjudication.
3. The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
4. 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. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
5. 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 the Agent.
6. The Agent 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.

**13.7 Incorrect information**

The Landlord warrants 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.

### **13.8 Where the agent allows the landlord to hold the deposit outside TDS**

1. If the Landlord decides to hold or register the Deposit themselves we will transfer it to you within five days. Failure to adhere to deposit protection legislation can have significant financial and practical penalties.

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

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

### **14. INSPECTIONS:**

**14.1** Under the Full Management Service, the Agent will normally carry out inspections quarterly 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, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. The Agent cannot be held accountable in the event of an inspection being delayed due to circumstances beyond our control. In the event of a delay the Agent will organise an additional inspection to be completed. We do not, for health and safety reasons inspect attics, lofts, eaves and cellars.

**14.2** 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 the Landlord require it. 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.

### **15. TENANCY DEPOSIT DISPUTES:**

**15.1** 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, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process. (see clause 12.6 above) An estimate of the likely costs of preparing and submitting the claim to adjudication will be submitted to the Landlord before any case is started.

**15.2** If necessary, 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.



## **16.TERMINATION:**

**16.1 Termination of Agency Agreement** This Agreement may be terminated by either party by way of two months' written notice, served to coincide with the rent due date of the tenancy. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee - SEE SCALE OF FEES ON PAGE 3. 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.

**16.2 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.

**16.3 Agreements signed away from the Agents office.** Where this Agency Agreement is cancelled using early termination rights granted under any consumer protection legislation that provides for an initial 'cooling-off' period, then the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out their duties before the cancellation of the contract. The required cancellation notice is available at the end of this agreement.

## **17. SOLE LETTING RIGHTS:**

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

## **18. SAFETY REGULATIONS:**

**18.1** 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

**18.2** The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information in the form of advice, explanatory leaflets/brochure 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 Full 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.

## **18.3 Legionella Bacteria**

Under general health and safety law, landlords have duties that include taking suitable precautions to prevent or control the risk of exposure to legionella which can cause Legionnaires' Disease.

The landlord will be responsible to undertake a risk assessment (conducted either by themselves or an appropriate competent person) in accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems. The risk assessment must be carried out annually, and a copy of the report provided to the Agent. If instructed, the agent can appoint a suitable contractor at an additional cost and organise ongoing assessments, also at additional cost.

The Landlord confirms that he believes the property is safe and free from any such bacteria at the commencement of the Tenancy.

Please visit [www.hse.gov.uk](http://www.hse.gov.uk) for more information.

## 18.4 Consumer Protection Regulations

There is a legal duty to disclose anything that might influence a consumer's transactional decision. Any matter that could affect a tenant's decision to apply to rent a property should be brought to their attention at the earliest stage. The landlord confirms that they will advise the Agent of any such matters in writing that could affect a tenant's decision to view or rent the property.

### 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:

For your convenience, our fees stated include VAT

### 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").

### 22. 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.

### 23. 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.

### 24. RENEWALS:

Full Management service- should a tenant wish to renew their tenancy agreement, the Agent will make a charge of £30 inc vat to the tenant. No charge is payable by the landlord for tenancy renewals.

Tenant finding service- should a tenant/landlord wish to renew the tenancy agreement, the Agent will make a charge of £60 inc vat to the landlord.

### 25. ADDITIONAL DEFINITIONS

<b>Agent:</b>	Webbers Property Management,
<b>Deposit:</b>	A deposit will be taken from the tenant to protect the landlord against loss of rent or damage to the property. See clause 13 above for more detail.
<b>ICE:</b>	The ICE (Independent Case Examiner) is defined to be that person appointed by the Tenancy Deposit Scheme to examine those disputes that have been referred to the Tenancy Deposit Scheme
<b>Member</b>	The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the deposit
<b>Stakeholder</b>	Refers to how the deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme
<b>Landlord</b>	As defined below

**26. 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 provide the following products: **(please tick all options as appropriate):**

Inventory & schedule Of Condition & check-out	
Energy Performance Certificate	
Periodic Electrical Inspection	
Annual Landlords Gas Safety Inspection	
Annual Legionella Risk Assessment	

If already completed, please provide us with an up to date copy for our records.

I wish the Agent to provide the following service:

Full Management Service	
Letting & Rent Collection Service	
Tenant Find Service	

I wish the Agent to organise the following works:

Carpet cleaning	
Professional property clean	
Gardening	

**IMPORTANT NOTICE:** Clients should carefully read and understand the above terms of business before signing. All legal owners must sign this Agreement.

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

.....

Full name.....

Signed: .....

Date: .....

Full name.....

Signed: .....

Date: .....

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.

[The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013]

Date.....

Agent's name.....

Any relevant reference no. or property address.....

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, property address 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.....

