

## **Definitions**

In the Terms and Conditions the following expressions shall have the following meanings:-

- 1.1** “You”, “Your” and “Landlord” shall mean the person(s) named, and whose signature(s) appear on page 8 of this Agreement.
- 1.2** “We”, us”, “our”, the “Agent” and “Cleanslate Property Ltd” shall mean Cleanslate Agency Ltd.
- 1.3** “Tenant” shall mean the person(s) natural or legal, introduced by us to you for the purposes of the Tenancy, and/or named on the Tenancy Agreement. Where the Tenant is a natural person, the definition shall include any relative or partner whether business or personal. Where the Tenant is a legal person, the definition shall include any connected person or body of that Company, and any parent company, subsidiary or member of the same group of companies.
- 1.4** “Agreement” shall mean these Terms and Conditions concluded between the Landlord and the Agent, as evidenced by their respective signature on Page 8 of the same.
- 1.5** “Property” shall mean the property to which this Agreement relates, identified on page 8 of the same.
- 1.6** “Rent” shall mean all sums paid by or on behalf of the Tenant for the use of the property, whether expressed to be rent or otherwise.
- 1.7** The “Tenancy” shall mean the entire period of which the Tenant remains in the Property, whether expressed to be rent or otherwise.
- 1.8** “Joint and several liability” shall have the meaning ascribed to it by common law
- 1.9** “Commission” shall have the meaning given by Clauses, 5.1 and 5.2
- 1.10** “Introduction Service” shall be interpreted in accordance with Clause 3.1
- 1.11** “Rent Collection and Tenant Deposit Protection Scheme Service” shall be interpreted in accordance with Clause 3.2

## **2. Pre-Instruction requirements**

By Signing this Agreement, you warrant that the following conditions, where applicable, have been met:

**2.1** Sub-letting; if you are a tenant or leaseholder yourself,

- the intended Tenancy is permitted by the terms of your lease
- the intended Tenancy is for a period not exceeding that of your lease less one day
- your landlord's written permission is obtained for the sub letting

**2.2** Mortgages; where the Property is the subject of a mortgage or other legal charge, the mortgagee or proprietor of the legal charge has given its consent to the Tenancy.

**2.3** Insurance: you have adequate buildings and (if necessary) contents insurance for the purposes of the Tenancy

**2.4** Fire Regulations/Health & Safety; furnishings, hearing and all other installations and equipment conform to all relevant statutory requirements and codes of conduct

**2.5** Fittings & Equipment; all equipment provided with the Property is in good working order prior to the commencement of the Tenancy.

## **3. Cleanslate Property Ltd – Our Services**

**3.1** In providing the Introduction Service, Cleanslate Property Service will

- Provide advice on an appropriate rental value for the property
- Listen to, and act on your needs as a Landlord
- Agree with you the price at which the property is to be marketed
- Market the property at that price
- Take and retain photos of the property for the purpose of marketing
- Place details of the Property on our own website [www.cleanslateproperty.co.uk](http://www.cleanslateproperty.co.uk) and on such property web forums we deem to time to time appropriate, such as propertyfinder.com and other property related sites.
- Accompany prospective tenants at the property during viewings, if required
- Apply for, and take up and hold to your order references on all prospective tenants
- Provide feedback, on request as viewings and progress
- Bring offers to our attention once they are supported by a holding deposit from the prospective tenants (usually equivalent of one weeks rent)
- Assist in the negotiation of terms of the Tenancy Agreement between Landlord and Tenant, where necessary
- Prepare an Assured Shorthold Tenancy Agreement (where the Tenant is an individual and the net rent does not exceed £25,000 per annum)

- Collect a five week security deposit and the first calendar month's rent from the tenants.
- Remit the balance, net of our commission, to you within 10 working days, accompanied by a Statement of Account (Unless you have requested our Rent Collection and Tenant Deposit Scheme Service (in which case this point will NOT apply)
- Facilitate the establishing of a Standing Order mandate for future payments of Rent by the Tenant, by providing the Tenants with your bank details (Letting Service Only)
- **NOTE – WITH EFFECT FROM 6<sup>TH</sup> APRIL 2007 all Landlords must ensure any Tenant Deposit is placed in a UK Government approved Tenant Deposit Protection Scheme**

### **3.2 Rent Collection and Tenant Deposit Protection Scheme Service**

In providing the Rent Collection and Tenant Deposit Protection Scheme Service, in addition to the services listed in 3.1, Cleanslate Property Ltd will:

- Demand and receive rent on your behalf and forward the balance, net of our monthly Rent Collection and Tenant Deposit Protection Scheme Service commission, to you or your nominee within 10 working days of receipt of the full agreed monthly rent
- Prepare and submit monthly statements of Account you or your nominee (Except where there is no change from the most recent statement)
- Arrange for the inventory to be checked at the termination of the Tenancy and a check-out report to be supplied in accordance with Clause 5.6
- Register the Tenant Deposit with a UK Government recognised Tenant Deposit Protection Scheme (administration fee applies £40) or passed to Landlord once they have given details of registration
- Be appointed, in the absence of contrary agreement, for the duration of the Tenancy as defined above, subject to the right of either party to terminate on giving two months written notice. Such termination is without prejudice to the agent's right to commission payable for the Introduction service.

## **IMPORTANT NOTES relating to the Rent Collection and Tenant Deposit Protection Scheme Service**

- It should be noted that our Rent Collection and Tenant Deposit Protection Scheme Service and Property Management Service does not apply at any time when the property is vacant and/or unoccupied. We are however, happy to arrange ad-hoc visits to your property, in accordance with Clause 5.6
- The Rent Collection Service and Tenant Deposit Protection Scheme and Property Management Service does not include the redirection of mail. We are happy to provide the tenants with forward address for you, and /or provide details of the Royal Mail's Redirection Service.
- Cleanslate Property Limited will make all reasonable endeavours to procure the payment of rent by the tenants. We will take such action in your name as is appropriate in the circumstances by serving a formal letter on the Tenant at the Property. Should it become necessary for you to instruct a legal adviser you will be responsible for all fees and charges incurred in this regard.

## **4. INFORMATION APPLICABLE TO OUR SERVICES**

### **4.1 Rent**

The Rent quoted by us to prospective Tenants shall be inclusive of all outgoing for which you are liable as the Landlord (such as ground rent, service charges) but exclusive of those payments for which a Tenant is commonly responsible (such as gas, water, electricity, other fuel charges, telephone, other communications charges and Council Tax or similar levy)

### **4.2 Remittance of rent**

Present banking arrangements in the UK are such that it is necessary for us to allow up to ten working days for clear funds paid to us and to transfer them, net of any fees or other charges payable to us, on to you.

### **4.3 Inventories**

We strongly recommend that an inventory, be undertaken by ourselves or an independent third party to the Tenancy Agreement, at the commencement of the tenancy and again a 'Check out' inventory be undertaken at the end of the tenancy. Please note that the commissioning of inventory is a pre-requisite of our "Rent Collection and Tenant Deposit Scheme Service" (fee applies) and "Property Management Service" (No fee applies) (see Clause 5.6)

#### **4.4 Deposit**

The security deposit required from the tenants is a sum of equivalent to five weeks agreed rent. With effect from 6<sup>th</sup> April 2007 any Tenant Deposit must be held in a UK Government approved Tenant Deposit Protection Scheme. If you choose either our “Rent Collection and Tenant Security Deposit Scheme Service” we will arrange for the Tenant Deposit to be placed in a UK Government recognised Tenant Deposit Scheme. If you opt for our Letting Service only, we will Register the deposit (charge application) unless you as the Landlord registers this yourself, it is your responsibility to ensure the Tenant Deposit is placed in a UK Government recognised Tenant Deposit Protection Scheme, we will pass the deposit onto yourselves once you have provided evidence that the deposit has been registered.

Please note that by signing these Terms and Conditions you acknowledge to the best of your ability that:-

- You have not been convicted of money laundering, fraud or any other financial crime (or have a hearing pending)
- You have not been refused membership of any other Tenancy Deposit Protection Scheme whether insurance based or custodial based.
- You have never been refused a licence to operate a lettings business in England or Wales which is required under the Housing Act 2004

#### **4.5 Inspections**

It should be noted that all inspections carried out by us or requested by you on an ad-hoc basis are designed to highlight obvious and/or apparent defects and all will not amount to a structural or other type of survey.

#### **4.6 Landlord & Tenant Act 1987**

We are obliged by law to include your full name and address on all rent demands. Furthermore, you must supply an address in England and Wales at which notices can be served upon you, to include in the Tenancy Agreement. Unless otherwise instructed, if your correspondence address is outside England and Wales, we will use the address of our administration office for this purpose. Although we will use our best endeavours to forward any notices to you promptly, we cannot accept liability for any loss or damage arising directly or indirectly from our actions in this respect.

#### **4.7 Tenancy Agreement**

We shall prepare an Assured Shorthold Tenancy Agreement for the purposes of the Tenancy. This tenancy will include a ‘break clause’ for you (allowing you to give two months notice to the Tenant at any point after 6 months have elapsed) A clause allowing the Tenant to do the same will not be inserted except by express agreement between the parties. Should you wish to provide your own tenancy agreement, you will be

responsible for your own legal costs and adviser and you must provide us with a copy within 5 days of signing this agreement.

#### **4.8 Taxes Management Act & Income and Corporation Taxes Act 1988**

You must notify HMRC of the Tenancy. Where you are not resident in the UK, we are obliged to account for tax at the basic rate on rental income collected by us on your behalf. Please note it is possible for you to apply for an exemption from HMRC.

#### **4.9 Courts and Tribunals**

Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other court or Tribunal will be by special arrangement only, and subject to an additional fee.

### **5. Commission levels and other charges.**

#### **5.1 Introduction Fee – Letting Only**

The commission payable for this service is 5% plus VAT (minimum fee of £250 plus VAT) of the total rent payable under the Tenancy plus VAT, and is deducted from the initial payments received from the tenant.

Renewals of tenancies, which include any holding over arrangements after the expiry of the fixed term, are chargeable at a one off fee of £50 for AST renewal if you require any further checks we will be happy to help.

#### **5.2 Rent Collection and Tenant Deposit Scheme Service**

The commission payable for this service is 7% plus VAT. In addition to the commission payable for the Introduction Service (as specified above in clause 5.1) plus VAT and is deducted from the monthly rent received by us from the Tenant. In addition there is a one off administration fee for £50.00 plus VAT per tenancy.

#### **5.4 Early surrender**

Please note this section deals with refunds of commission, and applies only where our standard form Assured Shorthold Tenancy was used. Where we have procured for you a Tenancy of 12 months with no break clause for the Tenant, no refund of commission will be due where the Tenant has given early surrender the lease with or without your consent. Where you have served notice on the Tenant to terminate the Tenancy prior to its contractual expiry date, no refund of commission will be due.

Where the Tenant has exercised the break clause which was inserted in the Tenancy Agreement by consent, we will be pleased to take your instructions to market and re-let the property, crediting you with a refund pro-rated to the remaining term of the Tenancy against the subsequent letting.

Under no circumstances will we refund commission where the Tenant surrenders the lease (early or otherwise) because the Property has been rendered unfit for habitation.

- Preparing an Assured Shorthold Tenancy is charged at £50 plus VAT
- Familiarising ourselves with any tenancy agreement you choose to provide instead will be charged at £60 plus VAT
- Conducting checks in inventory on move in day and move out day £50 charge plus VAT for each inventory

#### **5.6 Additional services available on request**

- Gas Safety inspection ( by our engineers CORGI registered) us £95 plus VAT covers central heating boiler and up to 3 other appliances)
- Any ad-hoc visit to the property is £25 per hour plus VAT, subject to a minimum charge of £40 plus VAT
- We will be happy to perform a check in and out and report on inventory at the end of the tenancy at a cost of £50 plus VAT for each inventory
- We will also be happy to undertake an inventory in and out and reading the meters, advising the utilities etc will be at a charge of £60 plus VAT.
- Arranging for cleaning price on application.
- Gardening, window cleaning are also available price on application

**6. Confirmation of instructions**

Thank you for choosing Cleanslate Property Limited to market your property  
In order that we can market your property at the agreed Market rent, we should be grateful if you could complete print this confirmation off and print and sign and date, returning it to

**ADDRESS OF THE PROPERTY TO BE LET AND OR MANAGED**

\_\_\_\_\_

-----Post Code -----

Landlord Name(s) as it will appear on tenancy -----

Daytime Number ----- Mobile -----

Email address -----

(UK correspondence address)-----

Bank Form inserted.

I/We the undersignd hereby declare that I am/we are the sole/joint owners of the above freehold/leasehold property and as such agree to instruct Cleanslate Property Limited as letting agents for the following service as detailed in these Terms of Business. I/We confirm that we are not non-residents for tax purposes.

Letting Service (Introduction service only) 5% plus VAT  
Additional one off Administration Fee of £50 for AST

Rent Collection and Tenant Deposit Protection Scheme Service  
(Introduction service at 5% plus VAT and 7% for rent collection deducted each month)  
and  
Additional one off admin fees of £50 for AST and £40 for Deposit scheme

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Dated

Signed on behalf of Cleanslate Property Ltd  
Company number 6262636