



CS PROPERTIES

— THE LETTING AGENTS —

TERMS OF BUSINESS

Registered Address 1st Floor, 5 London Road, Bicester, Oxfordshire OX26 6BU
Tel: 01869 249499 ■ Fax: 01869 369288
Company Reg No: 7371774 VAT No: 837 7427 93

CS Properties have a wealth of experience in letting and managing residential Property. We are delighted to be invited to act as Your agent.

The Terms of Business (Landlord Agreement) sets out the conditions of Our appointment.

CS Properties offer a range of services tailored to meet individual needs. Within Our Terms of Business are detailed descriptions of Our full service range and charges.

CS Properties are members of NALS and The Property Ombudsman (NALS website: www.nalscheme.co.uk TPO website: www.tpos.co.uk)

1. LANDLORD RESPONSIBILITIES

As a Landlord you are obliged to ensure the following is adhered to prior to a Tenancy Agreement being created:

- 1.1 Where the Property to be let is subject to a mortgage, written consent must be obtained from any mortgagee, Building Society or Bank.
- 1.2 Written consent must be obtained from the freeholder, leasehold or any Superior Landlord, if applicable.
- 1.3 To effect Buildings and Contents Insurance for the duration of any Tenancy created and to notify Your insurer.
- 1.4 Prior to Marketing the Property to ensure that an Energy Performance Certificate is Undertaken and provided to Us or arrangements made for Certificate to be undertaken. **This is a legal requirement as of 1st October 2008.** We can arrange this for you at a cost of £85.00 including VAT.
- 1.5 Ensure that all gas appliances and installations have been serviced, are safe at all times and comply to current Gas Safety regulations. A current Gas Safety Certificate must be provided on the initial Tenancy and thereafter on an annual basis. ***Gas Safety (Installation and Use) Regulations 1994 (as amended).***
- 1.6 Ensure that all electrical appliances and installations have been checked, are safe at all times and comply to current Safety legislation. ***Electrical Equipment (Safety) Regulations 1994.***
- 1.7 Prior to the Tenancy to ensure that any furniture and/or furnishings provided in the Property comply with the ***Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).***
- 1.8 To repair or replace any defective appliance or item of furniture, which was supplied at the start of the Tenancy , subject to the need for repair or replacement and not being due to the Tenants neglect or mis-use during the term of the Tenancy.
- 1.9 To arrange for the temporary disconnection of the telephone service to the premises at the time of Your departure.

- 1.10 To notify Us of any change to Your address, and in particular if You move overseas, to advise Us immediately and provide Us contact telephone/fax/e-mail address.
- 1.11 To indemnify CS Properties against any claim of any nature which may be made against Us for actions taken by the tenant in connection with the Property and the Letting and Management of it.

LEVELS OF SERVICE

2. Full Management

Our Full Management service includes the following:

- 2.1 Provide an appraisal of Your Property to advise on the current market Rent, an indication of demand and general advice on Letting.
- 2.2 Advise on the furnishing, safety and legal legislation.
- 2.3 Arranging advertising and marketing of the Property, including placement of a “To-Let” board and arranging viewing appointments, accompanying prospective Tenants where necessary.
- 2.4 Arranging for an Energy Performance Certificate to be undertaken (at Your cost) prior to any letting (if not already obtained).
- 2.5 Providing regular up-dates following viewing appointments.
- 2.6 Screening Tenant enquiries against Your pre-agreed requirements.
- 2.7 Taking up references through a Credit Referencing Agency. In taking up references We shall Use Our best endeavours to ensure that they are both reliable and accurate but will give no warranty as to either the accuracy or reliability of such references.
- 2.8 If the Property has gas, arranging a Corgi registered engineer to provide a gas safety report (at Your cost) prior to any letting (if not already obtained). Any works required to the gas installation and pipe work will be reported to You and must be rectified immediately. Arranging subsequent annual renewal of the gas safety certificate.
- 2.9 Arranging appropriate safety checks (at your cost) for all electrical appliances, installations and wiring as these must be supplied in safe condition. Any works required to meet safety requirements must be undertaken prior to the Tenancy.
- 2.10 Drawing up the Tenancy Agreement including the correct legal notices to protect Your rights to re-possession and mortgage lender’s rights. Forwarding the Tenancy Agreement for Your signature.
- 2.11 Preparing an Inventory and Schedule of Condition of the premises.
- 2.12 On commencement of the Tenancy collecting the deposit and first months

Rent. Holding the Deposit in line with current legal requirements as a member of the Tenancy Deposit Scheme. (As detailed in 12.1-12.10)

- 2.13 Notifying service Utility Companies and Council Tax Authority of the new occupier's details and appropriate meter readings.
- 2.14 Receiving rental payments and forwarding these to You along with a detailed statement of account, showing commissions and other outgoings deducted.
- 2.15 Provide Property visits throughout the course of the Tenancy, normally every 3 months (additional visits can be arranged if required at an extra cost) and reporting Our findings following the visit.
- 2.16 Deal with maintenance requests from the Tenants. Arranging minor repairs and maintenance, the servicing or replacing of any of Your contents, up to the authorised expenditure limit. Maintenance will be carried out by Our approved contractors at Your cost or Your own specified contractor. In the case of an emergency, works will be carried out up to a limit of £200.00.
Payment of any works carried out will be taken from Rents received or a maintenance float held on Your account (if requested).
- 2.17 Reporting to You directly for any works required in excess of the agreed limit for Your instructions.
- 2.18 Prior to the end of the Tenancy We will consult You regarding the renewal or continuation of the Tenancy.
- 2.19 At the termination of the Tenancy an Inventory check out inspection will be arranged and recommendations made to You for the appropriate determination of the deposit.
- 2.20 Whilst there is a Tenancy in place, We will generally act as Your Managing Agent for the Property and deal with such matters as We consider appropriate on Your behalf including complying at Your expense, with any statutory obligations.

Please be advised that the Full Management Service will cease during any period when there is no Tenant.

3. Letting and Rent Collection

- 3.1 Provide an appraisal of Your Property to advise on the current market Rent, an indication of demand and general advice on Letting.
- 3.2 Advise on the furnishing, safety and legal legislation.
- 3.3 Arranging advertising and marketing of the Property, including placement of a "To-Let" board and arranging viewing appointments, accompanying prospective Tenants where necessary.
- 3.4 Arranging for an Energy Performance Certificate to be undertaken (at Your cost) prior to any letting (if not already obtained).
- 3.5 Providing regular up-dates following viewing appointments.

- 3.6 Screening Tenant enquiries against Your pre-agreed requirements.
- 3.7 Taking up references through a Credit Referencing Agency. In taking up references We shall use Our best endeavours to ensure that they are both reliable and accurate but will give no warranty as to either the accuracy or reliability of such references.
- 3.8 If the Property has gas, arranging a Corgi registered engineer to provide a gas safety report (at Your cost) prior to any letting (if not already obtained). Any works required to the Gas Installation and pipe work will be reported to You must be rectified immediately. Arranging subsequent annual renewal of the gas safety certificate.
- 3.9 Arranging appropriate safety checks (at Your cost) for all electrical appliances, installations and wiring as these must be supplied in safe condition. Any works required to meet safety requirements must be undertaken prior to the Tenancy.
- 3.10 Drawing up the Tenancy Agreement including the correct legal notices to protect Your rights to re-possession and mortgage lender's rights. Forwarding the Tenancy Agreement for Your signature.
- 3.11 Preparing an Inventory and Schedule of Condition of the premises.
- 3.12 On commencement of the Tenancy collecting the deposit and first months Rent. Holding the Deposit in line with current legal requirements as a member of the Tenancy Deposit Scheme. (As detailed in 12.1-12.10)
- 3.13 Notifying service Utility Companies and Council Tax Authority of the new occupier's details and appropriate meter readings.
- 3.14 Receiving rental payments and forwarding these to You along with a detailed statement of account, showing commissions and other initial outgoings deducted.
- 3.15 Prior to the end of the Tenancy We will consult You regarding the renewal or continuation of the Tenancy.
- 3.16 At the termination of the Tenancy an Inventory check out inspection will be arranged and recommendations made to You for the appropriate determination of the deposit.

Please note that the Letting and Rent Collection Service does not include dealing with any maintenance, property visits and Management issues throughout the Tenancy. Tenants will report maintenance directly to You.

4. Letting Only Service

- 4.1 Provide an appraisal of Your Property to advise on the current market Rent, an indication of demand and general advice on Letting.
- 4.2 Advise on the furnishing, safety and legal legislation.

- 4.3 Arranging advertising and marketing of the Property, including placement of a "To-Let" board and arranging viewing appointments, accompanying prospective Tenants where necessary.
- 4.4 Arranging for an Energy Performance Certificate to be undertaken (at Your cost) prior to any letting (if not already obtained).
- 4.5 Providing regular up-dates following viewing appointments.
- 4.6 Screening Tenant enquiries against Your pre-agreed requirements.
- 4.7 Taking up references through a Credit Referencing Agency. In taking up references We shall use Our best endeavours to ensure that they are both reliable and accurate but will give no warranty as to either the accuracy or reliability of such references.
- 4.8 If the Property has gas, arranging a Corgi registered engineer to provide a gas safety report (at Your cost) prior to any letting (if not already obtained). Any works required to the Gas Installation and pipe work will be reported to You must be rectified immediately. Arranging subsequent annual renewal of the gas safety certificate.
- 4.9 Arranging appropriate safety checks (at Your cost) for all electrical appliances, installations and wiring as these must be supplied in safe condition. Any works required to meet safety requirements must be undertaken prior to the Tenancy.
- 4.10 Drawing up the Tenancy Agreement including the correct legal notices to protect Your rights to re-possession and mortgage lender's rights. Forwarding the Tenancy Agreement for Your signature.
- 4.11 On Commencement of the Tenancy collecting the deposit and first months Rent.
- 4.12 Provide information relating to the Tenancy Deposit legislation (in force as of 6th April 2007). You will be offered the option of joining one of the schemes in operation or instructing Us to hold the Deposit (subject to requirements stipulated in 4.11A - 4.11C)* as a member of the Tenancy Deposit Scheme. (detailed in section 12.1-12.5).

**4.12A If We are to hold the Deposit the Tenancy Agreement used must be provided by CS Properties (included in Let-Only Service)*

4.12B A detailed Inventory & Schedule of Condition must be in place by the day the Tenancy Agreement commences. The Inventory must be a detailed document, as in the event of a dispute at the end of the Tenancy, it will form part of the evidence to support any claim made against the Deposit. CS Properties are happy to provide an additional Inventory & Schedule of Condition (at an additional cost).

4.12C Within 10 days of the Tenancy Agreement ending, written confirmation is required from You to both Us and the Tenant advising if any deductions are to be made. Details of deductions along with quotes and any relevant documentation must be made clear. CS Properties are happy to provide an Inventory Check-out Service (at an additional cost).

If written notice has not been received within the 10 days then the Deposit will automatically be returned in full to the Tenant.

- 4.13 Arranging for Tenants to complete a standing order for future monthly rental payments to be paid directly to Your bank account.
- 4.14 Notifying service Utility Companies and Council Tax Authority of the new occupier's details and appropriate meter readings.
- 4.15 Prior to the end of the Tenancy We will consult You regarding the renewal or continuation of the Tenancy.

Please note the Letting Only Service does not include the provision for an Inventory & Schedule of Condition, Property Visits, Rent Collection, Management and Maintenance issues or Inventory Check out.

Any of the above services can be provided at an additional cost.

The serving of Section 21 Legal Notice for Possession must be served 2 months prior to the end of the Tenancy, this can be arranged at an additional cost.

5. Property Watch Service

This service is offered for periods in which there are no Tenants residing in the Property:

- 5.1 Visit the Property at agreed intervals or subject to Insurance company requirements.
- 5.2 Advise You following visit to Property on outcome and any issues arising.

Please note that while every precaution will be taken to ensure the security of the Property, We will not be responsible for any damage caused by fire, flood or other risks or guarantee of security.

6. Additional Services

- 6.1 Preparation of a Tenancy Agreement (unless included in service).
- 6.2 Preparation of an Inventory and Schedule of Condition (unless included in service).
- 6.3 Conducting an Inventory Check Out (unless included in service).
- 6.4 Arrange Legal expenses and Rent Guarantee Insurance.
(Only available with Full Management and Rent Collection).
- 6.5 Arrange Landlords Household Insurance for Buildings and Contents cover.
- 6.6 Dealing with Landlords Buildings and or Contents Insurance claims arising during the Tenancy and submitting relevant documents.
- 6.7 Preparation and serving of appropriate Notices
- 6.8 At the end of the fixed term Tenancy to deal with the extension or renewal of the Agreement.
- 6.9 Attend upon Your solicitor or at court, for which an hourly charge will be made

- 6.10 Provide additional copy statements to assist Your accountant or tax advisor.
- 6.11 Provide additional visits to the Property if required.
- 6.12 Provide project management and co-ordination for property renovations.

For the above services charges are detailed in the fees and charges section.

7. Fees

All fees are including VAT:

***Full Management (Overseas clients)**

£330.00 set-up fee for each new Tenancy

14.4% of gross rent collected

(For example Commission % inc VAT, therefore if the agreed rental is £....., the commission fee would be £.....inc VAT)

£90.00 Renewal fee for new Tenancy Agreement

£30.00 Deposit fee for each new Tenancy/Renewal

Full Management (U.K based clients)

£330.00 set-up fee for each new Tenancy

12% of gross rent collected

(For example Commission % inc VAT, therefore if the agreed rental is £....., the commission fee would be £.....inc VAT)

£90.00 Renewal fee for new Tenancy Agreement

£30.00 Deposit fee for each new Tenancy/Renewal

Rent Collection

£330.00 set-up fee for each new Tenancy

8.4% of gross rent collected

(For example Commission % inc VAT, therefore if the agreed rental is £....., the commission fee would be £.....inc VAT)

£90.00 Renewal fee for new Tenancy Agreement

£30.00 Deposit fee for each new Tenancy/Renewal

Letting Only

A minimum charge of £600.00 or 50% of 1st month's rent (whichever is the greater) single fee deducted from 1st months payment

£90.00 Renewal fee for new Tenancy Agreement

£42.00 Deposit fee for each new Tenancy/Renewal/Annually on a periodic tenancy.

(if held)

(Inventory not included in this service)

Property Watch

Fee by negotiation: from £42.00 to £54.00 per visit

(Dependant on type of property, distance etc)

Additional Services

Tenancy Agreement

£120.00 per Agreement

Inventory & Schedule of Condition

1 Bedroom £108

2 Bedrooms £120

3 Bedrooms £144

4 Bedrooms £168

5 + Bedrooms £192

Inventory Check Out

From £108

Legal Expenses and Rent Guarantee

(Only available with Full Management & Rent Collection)

Quotation available upon request

Landlord Buildings Insurance

Quotation available upon request

Landlord Contents Insurance

Quotation available upon request

Drawing up and serving Notices

£60.00

Additional Copy statements

£6.00 per statement requested

Project Management for Property Renovations

Quotation available upon request

*** Full Management service is the only service offered for Overseas Landlords who will be abroad during the Tenancy***

Please note that any Tenancy Agreement drawn up for longer than an initial 12 month period will be subject to a higher deposit fee charge, as we are subject to an annual subscription as members of the Tenancy Deposit Scheme.

Any Deposits held by Us that are permitted to continue on a Periodic basis will therefore be charged on an annual basis.

Our Commissions and Fees:

- 7.1 Where deduction from Rents has not been possible, You will be responsible to pay all commissions, additional fees or monies when due and no later than 14 days from any invoice from us.
- 7.2 Within Our letting services Our commission and fees apply for the duration of the Tenancy including any extension.

- 7.3 In respect of Our full management and Rent collection services, the fees are due and payable even if the Landlord dispenses with the services of the agent during the Tenancy period (other than by reason of Our default).
N.B Our default in the above clause is defined as a breach of Our obligations under this agreement which has not been remedied after a written notification has been given by You for a period of 30 days following such a complaint.
- 7.4 CS Properties reserves the right to review any of its fees and charges, subject to giving one months notice in writing of any changes. Any changes will take effect at the end of the current fixed term.
- 7.5 Should the case arise where Your Property is withdrawn by You when We have already found Tenants, You agree to incur Our costs of finding a Tenant at a minimum charge of £210 including VAT (Subject to how far the application has proceeded).

8 General

- 8.1 Unless otherwise agreed, the **Rent** must be inclusive of all outgoings of which You are responsible (i.e. ground Rent, service charges etc) with the exception of electricity, gas, oil, telephone services, council tax and water.
- 8.2 Where rental has been paid to Us direct by **Housing Benefit**, the Landlord is responsible for reimbursing Us for any “clawbacks” should this arise or any dishonoured cheques from Tenants.
- 8.3 Unless otherwise included in the service We advise that an **Inventory & Schedule of Condition** is prepared for all properties. This can save costly litigation and disputes at the end of the Tenancy and is required to be in place by the commencement of the Tenancy if We are holding the Deposit.
- 8.4 We recommend that all properties are **professionally cleaned** prior to letting in order for a high standard to be set and maintained by the Tenants.
- 8.5 We retain the right as Your agent to retain any **interest** on balances held in the Rent account during the Tenancy period.
- 8.6 You will be informed of any Rent arrears or breaches of Tenancy Agreement brought to Our attention. If however, it is necessary for a solicitor to take action, for rent arrears, tenancy breaches or Deposit disputes, You will be responsible for instructing Your own **solicitor** and for all fees involved.
- 8.7 CS Properties are not personally responsible for any **arrears** of Rent of damage caused by any Tenant.
- 8.8 The terms and conditions as outlined will apply to any **re-letting** of the Property and further period of management.
- 8.9 Any monies due to Us and unpaid will bear **interest** at 4% above Barclays Bank PLC base lending rate in force on a daily basis.

8.10 In the case of **emergencies** We may at Our discretion carry out any works necessary to comply with statutory requirements whether or not within the authorised expenditure limit. Any expenditure reasonably incurred by Us on the Property or contents will be deducted from Rent collected. Any shortfall will be invoiced to You.

8.11 For properties that have **gardens**, We advise that adequate gardening equipment is supplied by the Landlord in order for the Tenants to maintain the gardens themselves as outlined in the Tenancy agreement.

8.12 **Incorrect Information**

If 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.

9 Sale of Property

9.1 If the Property is sold whilst under management, You must arrange for the new owner to sign a new terms of business agreement with Us before We will release You from any obligations under this agreement.

10 Taxation

10.1 ***The Taxes Act 1988 Section 42A The Taxation Of Income From Land (Non-Residence) Regulations 1995***

Where the Landlord is resident abroad or taxed as such, the Inland Revenue will hold CS Properties as Your agent responsible for payment of any tax liability which arises on Rents collected by Us on Your behalf, unless You have obtained an exemption certificate (each joint Landlord requires a separate certificate). If a certificate is not provided and You reside abroad We will deduct income tax and pay the Inspector of Taxes on a quarterly basis. If You currently live in the U.K but then move abroad, it will be necessary to commence deductions from the time You leave the country unless the exemption certificate is obtained.

10.2 If You are resident in the U.K You should declare Your residential lettings income to the Inland Revenue annually, as it is assessable for income tax.

11 Termination

11.1 CS Properties appointment as managing agent shall continue until terminated by Us on Two months notice in writing (i.e. should You fail to meet Your obligations).

11.2 We reserve the right to terminate this agreement upon the vacation of the Tenant.

11.3 You may terminate Our appointment as managing agents at any time on Two months notice in writing subject to CS Properties failing to meet their obligations as Agent and payments of any fees due under clauses 8.2 and 8.3.

11.4 You may terminate this agreement upon the vacation of the Tenant.

- 11.5 Should You wish to terminate Our Management or Rent Collection service at the end of the Tenancy, but intend to Continue Letting with Tenants We have provided, a Let Only fee will be charged to release the Tenants to You, under the terms of this Agreement.

Right to Cancel

- 11.6 A 14 day notice of right to cancel/cooling off period is in place for any contracts that are signed during a home visit or any place other than CS Properties premises or online. Cancellation is required in writing. Any costs incurred will be agreed in writing before any work commences with the client.

12 Tenancy Deposit

- 12.1 We are a member of the Tenancy Deposit Scheme, which is administered by:

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

- 12.2 If We are instructed by You to hold the Deposit, We shall do so under the terms of the Tenancy Deposit Scheme.

- 12.3 We hold all Deposits as Stakeholder (as stated in the Tenancy Agreement).

12.4 At the end of the Tenancy covered by the Tenancy Deposit Scheme:

- 12.41 If there is no dispute We 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.

- 12.42 If, after 10 working days* following notification of a dispute to the Member (Us) and reasonable attempts have 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 (subject to 12.4iii below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

- 12.43 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

- 12.44 The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- 12.45 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. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, 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.
- 12.46 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 Us.
- 12.47 We 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.

12.5 If You decide to hold the Deposit outside TDS:

- 12.51 If You/the Landlord decide(s) to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you/the Landlord in the County Court. The Court will make an order stating that you/the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you/the Landlord a possession order. We have has no liability for any loss suffered if you/ the Landlord fail to comply.
- 12.52 Interest will not be paid to either Landlord or Tenant on any Deposit held by Ourselves.

13 Definitions

In this Terms of Business document the following expressions shall have the following meanings:

- 13.1 “We” or “Us” or “Our” – CS Properties (Trading as CS Properties Lettings LTD) “You” or “Your” or “the Landlord” – the Landlord named in the Landlord Agreement or his/her/its successors in title or assigns.
- 13.2 “the Property” – the Property specified in the Landlord agreement or any part of it and also includes any fixtures, fittings, and furniture belonging to the Landlord.
- 13.3 “the Tenant” – any Tenant or Tenants of the Property from time to time introduced by us.

- 13.4 “Tenancy” – the entire period that the Tenant remains in occupation of the Property including any Tenancy extension, period of holding over, or new Tenancy.
- 13.5.1 “Rent” – shall include any sum taken as a premium or consideration or renewal of the Tenancy.
- 13.6 “Deposit” – a fixed amount (usually equivalent to 6 weeks rent) held for the duration of the Tenancy against any damages, dilapidations, outstanding monies accumulated during the course of Tenancy
- 13.7 “Stakeholder” - All deposits held by Ourselves are held as stakeholders. This means that We are not permitted to pay out the deposit at the end of the Tenancy if there is any dispute between the Landlord and the Tenant. It must either be resolved by agreement between the parties or settled through arbitration (ICE) or a court.
- 13.8 “ICE” – Independent Case Examiner of The Dispute Service”.

DATA PROTECTION ACT 1998

On signing and accepting Our terms of business agreement You agree to Us acting as Data Controller relevant to the details that You provide during the provision of Our letting and management service. Where We pass details on Your behalf to other Companies who are under contract to us in the provision of these services We will act as Data Controller.

Where We pass details on Your behalf to carefully selected companies who may provide related products or services We will act as a Data Processor.

Landlord Agreement

Please sign and return this agreement accepting Our terms and conditions and confirming ownership.

Landlord(s) full names and address:

(please name all owners of the premises to be let)

Telephone: Home: Work:
Mobile: Fax:
Email:

Address of Property to be let: _____

Ownership:

I/We the above named confirm that I/We are the sole/joint owner(s) of the above Property to be let and have obtained the necessary consent to let in accordance with clauses 1.1 and 1.2.

Declaration of residency status:

I/We confirm that for the purposes of accounting for Tax on rental income I/We are:

- Not resident in the U.K.
- Resident in the U.K and will inform C.S Properties in writing immediately should Your residency status change.

Acceptance:

I/We confirm that I/We have read, understood and agree to comply with the Terms and Conditions set out in the Terms of Business document and request C S Properties to act as agents on my/Our behalf, to proceed with the letting of the above Property, for the following services at the stated fees:

Agreed Fee:

- Full Management** _____
- Rent Collection** _____

Letting Only _____

Property Watch _____

Insurance:

Legal Expenses & Rent Guarantee _____

Landlord Buildings Insurance _____

Landlord Contents Insurance _____

Additional Services:

Tenancy Agreement £ _____

Inventory & Schedule of Condition

Drawing up & Serving of Notices £ _____

Inventory Check-out

Arranging Landlords Gas Safety Certificate

Arranging Landlords Electrical Safety check

I/We agree to the following:

Authorised expenditure limit of £ _____

(Landlord)		(Agent)	
Signed	Date	Signed	Date
Print Name			
Signed	Date	Name	
Print Name			

Landlord Bank Details:

Please provide below bank details for the account you wish rental payment to be paid:

Bank Name & Address

Account Name:

Account Number:

Sort Code:

- -