

Property Management Agreement



Property Management Jaximo Ltd:

Name: Jaximo Properties
Address: 69 High Street, Kingswood, Bristol, BS15 4AD
Office Telephone Number: 0117 4411321
Email: properties@jaximo.co.uk

Landlord:

Name:
Address:
Telephone Number:
Mobile Number:
Email:
Bank Details: Acc No: Sort Code:

The Landlord appoints Jaximo Ltd to let and/or manage their property, to act on their behalf at the Landlords expense. 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. Where necessary, the Landlord confirms that permission to let the Property has been obtained from the mortgagee or relevant party. The Landlord authorises Jaximo Ltd to carry out the various duties or property management including those listed in the descriptions of the Service Levels in this agreement.

Service Levels:

A: Advertisement/ Marketing (Please see costs below at Service Selection for Landlord)

A.1 The landlord authorises Jaximo Ltd to advertise and arrange for prospective tenants to view the property/room subject to the terms and conditions set out below.

- Rental property address:
- Rental per calendar month of:
- Deposit required of:
- Holding fee required of:
- Initial term of Tenancy period required:
- Furnished/Part furnished/Unfurnished:
- Pets acceptable/Not acceptable:
- Smokers acceptable/not acceptable:
- Couples welcome:
- References Required:
- If yes, please state which:

A.2 Jaximo Ltd will advertise the Property/Room on up to 3 local sites including one paid site, additional charges of £60 apply per additional paid site if the Landlord requests this.

A.3 Jaximo Ltd will hold up to 8 viewings, or advertise the property/room for up to 6 weeks if a potential tenant hasn't been found in this time. Jaximo Ltd will provide the Landlord with all the details of the Tenant that has been gathered during the advertisement/viewing period after their confirmation of wanting to rent the property for the Landlord to choose his potential Tenant.

A.4 Where advertisement and viewings have been unsuccessful in reaching a potential Tenant to rent in the proposed timescale offered by Jaximo Ltd, the landlord can extend at an extra cost of £90 per every 4 weeks, excluding costs for paid advertisement.

A.5 The Landlord will provide Jaximo Ltd with x2 sets of keys for these viewings to take place, and will be returned once the advertisement period has ended, unless these are needed to be kept by Jaximo Ltd for another service level.

A.6 Charges apply of an additional £25 for Jaximo Ltd to choose and notify the Tenant if this is required for advertisement only.

B. Tenant Find/ Referencing (Please see costs below at Service Selection for Landlord)

B.1 The Landlord authorises Jaximo Ltd to act on his/her behalf to find and notify the most suitable tenant to let their Property and to apply for and obtain all relevant background checks and referencing of each Tenant party prior to moving in. The Landlord agrees to owe Jaximo Ltd any costs calculated for this referencing subject to the perforations of the Landlord as set out below. Jaximo Ltd will issue a data authorisation form for the Tenant to complete prior to these checks being undertaken.

Please tick which references you require for Jaximo Ltd to carry out:

- | | |
|---|--------|
| <input type="checkbox"/> Government Right to Rent Check: (Required by Law) | £25.00 |
| <input type="checkbox"/> Credit/Financial Check: (Including adverse credit and CCJ's) | £25.00 |
| <input type="checkbox"/> Tenant Referencing (Includes) | £50.00 |
| - Employment Check & Affordability | |
| - Previous Landlord Reference | |
| - Character Reference | |
| <input type="checkbox"/> Guarantor Referencing (If required) | £50.00 |

B.2 The Landlord agrees that Jaximo Ltd may take deposits and holding fees and comply with the requirements of any deposit protection scheme that may apply. Jaximo Ltd will prepare all necessary bespoke Tenancy Agreements and relevant notices and co-ordinate the signing of the same by the Tenants.

B.3 Holding Fees - A holding 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 Landlord against the withdrawal of the application. This will be refunded to the Tenant once a tenancy agreement has been signed. This fee does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references providing unsuitable, but the fee will be returned directly to the Landlord if the Tenant decides not to proceed.

B.4 Tenancy Deposits - Prior to any Tenant Referencing, Jaximo Ltd will take a security deposit for the property or room being let and the Landlord agrees for the advertisement to end at this point. The purpose of the security deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This will be held in a protected deposit scheme ready for refunding or to be claimed against at the end of the tenancy.

In accordance with Tenancy Deposit Legislation, the deposit will be administered in the appropriate manner. Jaximo Ltd is a member of The Deposit Protection Service, with whom any deposits collected by Jaximo Ltd will be registered and protected within 30 days. Should the Landlord wish to protect the deposit, Jaximo Ltd requires proof the Landlord is a member of one of the government approved deposit protection schemes.

Where the deposit is subject to statutory tenancy deposit protection and a dispute cannot be resolved between the parties, it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an Alternative Dispute Resolution process. Charges apply on a case by case basis for Jaximo Ltd to claim through this scheme on the Landlord's behalf.

C. Tenancy Management (Please see costs below at Service Selection for Landlord)

C.1 Jaximo Ltd will take all measures associated with meeting the Tenant on their required move in date as agreed with the Landlord. The Landlord agrees that Jaximo Ltd is the first point of contact by the Tenant if they need assistance, attendance or general queries with their tenancy. Jaximo Ltd will notify the Landlord if they feel it is necessary to do so.

C.2 Jaximo Ltd will prepare an inventory for the Property prior to each Tenant moving in. This will include anything visual that may be at risk of getting damaged including wear and tear, or to Jaximo Ltd's opinion needs regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with Jaximo Ltd.

C.3 Jaximo Ltd will require x2 sets of keys which will be securely held by Jaximo Ltd and made available to carefully vetted Contractors when required. This will also facilitate property inspections and allow Jaximo Ltd to gain access to the Property if there is an emergency or other attendance needed. The Landlord agrees to pay the charges incurred by Jaximo Ltd if any additional keys need cutting for this process. Jaximo Ltd is responsible for charging the Tenant a fee for any replacement keys that are lost by them and the Landlord will not be charged for these.

C.4 Jaximo Ltd will carry out inspections of the Property every 6 months during a tenancy agreement. There can be more inspections carried out if the Landlord requests them (see

charges below) The inspections include checking the general condition of the Property and main items within the Property that are used in a 'tenant-like' manner. Where these are found to be unsatisfactory, a more detailed inspection would generally be made. Following the departure of Tenants, a final inspection is carried out by Jaximo Ltd. Anything that is deemed to be damaged at the Tenant's responsibility, (excluding general wear and tear) will be passed onto the Landlord for repairs or discretion of the Tenant's deposit money being used. Testing of electrical appliances, heating and plumbing is not feasible during this inspection; a qualified Contractor will need to be appointed by the Landlord if required. Any deficiencies or dilapidations which fall beyond the Tenant's responsibility would also be made clear to the Landlord.

C.5 The Landlord authorises Jaximo Ltd to make arrangements with the Tenants for the demand and collection of the monthly rent as set out on their Tenancy Agreement. Jaximo Ltd will not act as a debt collector or be held responsible for any unpaid rent by the Tenant. Any Rent Guarantee & Legal Protection Cover purchased will be the responsibility of the Landlord, and claims will be dealt with directly through the insurance provider. Any delay of payment or other defaults will be acted on by Jaximo Ltd in the first instance. Where Jaximo Ltd has been unsuccessful in these initial actions, or there are significant rent arrears or breaches to the Tenancy Agreement, the Landlord will be advised accordingly. The Landlord will still be responsible for payment of Jaximo Ltd despite rent payment not being made by the Tenant.

Jaximo Ltd will produce a monthly Landlord Statement showing a clear breakdown of all rental income received minus any fees owed to Jaximo Ltd for service.

C.6 The Landlord undertakes to reimburse Jaximo Ltd 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 rent. This undertaking shall remain in force throughout the tenancy and for up to six years thereafter, whether or not Jaximo Ltd continues to be engaged to let or manage the Property under this agreement.

D. Full Management (includes all of service level C)

D.1 All works needed below the value of £..... will be carried out without the Landlord's authorisation. Jaximo Ltd will organise Contractors to complete and sign off the work on the Landlord's behalf. The Landlord is responsible for all payments owed to Jaximo Ltd for this work. (See charges at bottom of agreement).

The Landlord agrees that in a case of an emergency or for reasons of contractual or legal necessity Jaximo Ltd has authorisation to agree for works being carried out.

The Landlord agrees to make Jaximo Ltd aware of any ongoing maintenance problems that they know about in order for Jaximo Ltd to arrange for repair. Jaximo Ltd will always notify the Landlord about any repair or maintenance work that needs carrying out in order for approval by the Landlord.

Jaximo Ltd endeavours to select competent tradesmen at reasonable prices but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

D.2 By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. Jaximo Ltd will carry this out on the Landlord's behalf and administer the necessary inspection and maintenance records. The costs incurred will be the Landlord's responsibility to pay (see charges at bottom of agreement).

D.3 If the Property is vacant when adverse weather conditions occur, there may be frost damage to water or heating systems and sanitary appliances. The Landlord is strongly recommended to take all necessary action to protect the Property from such risks, or to instruct Jaximo Ltd to do so on the Landlord's behalf (see charges at the bottom of the agreement). Jaximo Ltd accepts no responsibility for damage caused in these conditions.

D.4 When a property is empty or let as a House in Multiple Occupation responsibility of payment of council tax falls with the Landlord. If all utility bills and council tax are included in the Tenancy Agreement, the Landlord authorises Jaximo Ltd to manage and maintain these bills. This includes making sure all bills are covered, paid on time and up together. Jaximo Ltd will regularly search for any cheaper providers in order to get the best value for money. Jaximo Ltd will take meter readings at each change of occupation at the Property or when the service companies require. In some cases, the service providers will only request these from the Landlord/Owner only and it is not possible for Jaximo Ltd to do this on the Landlord's behalf. The Landlord will assist in making sure authorisation of Jaximo Ltd is accepted wherever possible. The Landlord agrees to pay Jaximo Ltd all bills and costs from the maintenance of the council tax and utility bills (see charges at the bottom of the agreement).

D.5 The Landlord agrees to take care of informing all parties for mail to be sent to them directly as required. Any other post addressed to the Landlord will be left at the Property unless advised to be collected by Jaximo Ltd. Any post addressed to Jaximo Ltd or is clearly labelled to be something that Jaximo Ltd is managing, this will be collected and opened by Jaximo Ltd. Any post is scanned and filed for record, and any that relates to the Landlord in these circumstances Jaximo Ltd will notify accordingly.

D.6 Jaximo Ltd will use a security Company to offer Security Services to help protect the Landlord and/or Tenants from something that may arise during the tenancy. The Partner Company will be responsible for all Emergency Response Services 24/7 by sending out SIA approved staff to deal with the situation. Jaximo Ltd will provide the Landlord and Tenants with all relevant contact details for if these services are required. Jaximo Ltd is responsible for the cost of the monthly fee owed to the Security Company for these services. The Landlord is responsible for any other charges associated with these services (see charges at bottom of agreement).

Terms of Agreement:

Liability of the Landlord

The Landlord agrees to provide the Property in good condition ready to let, and has read and understood the Safety Obligations listed below before signing this agreement. The letting of a 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 that are also provided.

- Furniture & Furnishings (Fire) (Safety) Regulations 1988 (last amended 2010)
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 2016
- Plugs & Sockets (Safety) Regulations 1994

The Landlord confirms that they are aware of these obligations and that Jaximo Ltd has provided sufficient information 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 the above regulations. The Landlord agrees to indemnify Jaximo Ltd against any expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.

The Landlord shall be responsible for the Property being adequately insured with Jaximo Ltd additionally named on this insurance, and that the insurance policy covers the situation where the Property is let, whether furnished or unfurnished. The Landlord confirms where there is a House in Multiple Occupation, it has been registered with the local authority and that the Property complies with all relevant regulations.

Jaximo Ltd accepts no liability for any damage or theft at the property whilst vacant or between any letting. Jaximo Ltd recommends that the landlord considers all aspects of security and insurance cover against possible damage or claims that may occur during such periods.

The Landlord agrees to hold Jaximo Ltd harmless from, and to defend Jaximo Ltd against, any and all claims, charges, debts, demands and court claims. The Landlord agrees to pay Jaximo Ltd any court fees related to Jaximo Ltd's management of the Property and any liability for an injury on or about the Property which may be suffered by an employee, tenant or guest during a Tenancy Agreement.

It is agreed that any instructions from the Landlord to Jaximo Ltd, and from Jaximo Ltd to the Landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed in writing.

Termination of Agreement:

This agreement may be terminated in writing 4 weeks prior to the end of the agreement period by either party. If no termination notice has been issued, the contract will become a 12 month rolling contract period.

Additional Landlord Charges Summary:

VAT will always be calculated on all our fees at the prevailing rate (currently 20%)

	Service level C	Service Level D
Additional Keys requested by Landlord organised by Jaximo Ltd	Total cost of individual keys + 20% (hourly rate may apply)	Total cost of individual keys + 10% (hourly rate may apply)
Maintenance & Repairs works organised by Jaximo Ltd	Total cost of works + 15%	Total costs of works +10%
Additional Attendance Fee requested by Landlord	£50 first hour + £25 hourly thereafter	£40 first hour + £20 hourly thereafter
Legal House Certificates organised by Jaximo Ltd	Total cost of works + 15% (hourly rate may apply)	Total costs of works + 10% (hourly rate may apply)
Utility Bills & Council Tax	Total costs of bills + 15%	Total cost of bills
Emergency Response Monthly Charge	£25 per month per site	£0
Emergency Call Out Charge	£25 Call Out + £22.50 on site hourly thereafter	£25 Call Out + £22.50 on site hourly thereafter
Losses Incurred To Jaximo Ltd If Breach Of Agreement by Landlord	Total Cost + Fees	Total Cost + Fees

Tenant Fees as per Tenancy Agreement:

Tenant Charge	Cost Amount
Holding Deposit	Equivalent to one week's rent
Security Deposit	Equivalent to five week's rent
Unpaid Rent	Interest at 3% above the Bank of England Base Rate 14 days after the date due
Early Termination requested by Tenant	Losses incurred by Landlord & Jaximo
Replacement Keys	Cost of keys/locks + £25

Service Selection for Landlord:

VAT will always be calculated on all our fees at the prevailing rate (currently 20%)

Please Indicate Your Choices of Service	Fee to be paid by Landlord to Jaximo	Yes/No Please Tick
A - Advertisement of Property/Room	£150 per property/Room	
B - Tenant Find / Referencing	£200 per tenant + Fees listed under B1	
C - Tenancy Management	8% of rental income per property - monthly	
D - Full Management	11% of rental income per property - monthly	

Declaration:

1. I/We the landlord/s agree that I/We have title and power to enter a tenancy agreement and that all necessary licences and consents have been obtained.
2. I/We hereby authorise Jaximo Ltd to act on my/our behalf in the letting of the property (Address)..... during the letting period and to sign any tenancy agreements where required.
3. I/We have read and understood the above Service Levels as well as the General terms and conditions listed below and agree that they will apply for the letting of the above named property for let and to enter into a tenancy agreement.
4. I/We agree to pay to Jaximo Ltd all fees due in respect of the tenancy or related fees as detailed above and to pay such fees in the full period of this agreement.

Landlord Name: Landlord Name:

Landlord Signature: Landlord Signature:

Date: Date:

Jaximo Ltd Representative Name:

Jaximo Ltd Representative Signature:

Date:

GENERAL TERMS AND CONDITIONS INCORPORATING THE SCHEDULE OF INSURANCE:

Attention is drawn to the following Terms and Conditions additional to the basic agreement and, in particular, the provisions and liability limitations detailed in the insurance schedule provided as part of the Contract.

1. Undertaking the Service:

Jaximo Ltd will use every means to provide the specified service and any other agreed services accepted in writing by a Director of Jaximo Ltd except that Jaximo Ltd does not accept any liability for the non provision of the aforesaid services in the event of any war, act of hostile forces, civil disturbances, terrorism, or extensive disruption of public services, strike, lock-out or any other labour dispute affecting our employees or the Client wherein the latter it prevents Jaximo Ltd carrying out its services. Jaximo Ltd does not provide the services of a strike breaking nature. Jaximo Ltd does not accept liability for failure to provide its services due to any event beyond its control preventing its staff travelling to the Clients premises including mechanical breakdown, adverse weather conditions and adverse traffic congestion, illness, or due to hazards resulting from defective structure of the Client's property or access, presence of noxious, toxic, combustible, explosive or radioactive substances or any other substances or conditions rendering the property or premises dangerous in our opinion, or other circumstances beyond the control or influence of the Jaximo Ltd and accepted Force Majeure circumstances which necessitate suspension of service until notified to permit resumption of service - once Health & Safety criteria have been re-established.

1.1. Limitations of service exist when the obligations for Jaximo Ltd's performance of its service are absolved to avoid conflict with any of the conditions in 1 above in respect of strike or other labour dispute, or any political or civil dispute or War, Government Action and Terrorism including acts of persons acting for or on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence KM. Government in the UK or any other Government de jure or de facto. The decision of Jaximo Ltd as to the nature of such issues shall be final. The Client authorises Jaximo Ltd, so far as it is able, to take all necessary legal steps to enable the full performance of its contractual obligations - any restrictions to be agreed in writing. Also the liabilities and obligations under this agreement are unenforceable whilst the Client is in default of the agreed terms of payment or other obligation as defined herein.

2. Payment Terms:

Charges are structured to maximise cost effective service and real value to the customer. Any sum payable under this contract which is not received by the due date is, without prejudice, subject to a surcharge amounting to 8% per week above the bank base rate from the due date and continuing until the full amount outstanding is received.

2.1. All services are invoiced and payable within 14 days. All charges are exclusive of VAT and any other charges that are pursuant to statute.

2.2. Additional services are provided on written agreement. Charges are at the rate agreed at the time (Public Holiday) or the cover is for less than the normal shift duration when charges increase pro-rata. Premium charges are double the agreed rate. For premium rate work beyond this contract the charge will be subject to a separate agreement.

2.3. Any and all government (rather national or local) levies/charges/increases including but not limited to the national living wage or national real living wage imposed on Jaximo LTD will be charged to the customer as a percentage increase

2.4. Jaximo Ltd reserves the right to review and change the cost to the Landlord of all charges listed under 'Additional Landlord Charges Summary' without prejudice.

3. Termination:

Without prejudice to the provisions of the contract it may be terminated at any time by either party giving notice of **28 days** to the other **in writing** under authorised signature of Director Level should any agreement or the spirit of its undertaking be deemed to have broken down or a breach of obligation exists. Any termination, however occasioned, shall not affect any accrued rights or liabilities under this agreement.

3.1 On termination of the contract under any circumstance the client accepts all costs and responsibilities for redundancy if applicable, notwithstanding TUPE (clause 12)

4. Staff Employment/Recruitment:

The Client undertakes not to employ or engage, whether by direct or indirect means, any person who is, who has been in the preceding year, an employee of Jaximo Ltd connected with the contracted service, unless written permission is given by a Director of Jaximo Ltd. This being subject to agreed payment compensation when appropriate to cover costs incurred by the action and not being greater than 100% of the annual salary of the person involved.

5. Client Ownership:

The Client indemnifies Jaximo Ltd in all respects against legal action or claims resulting from their failure to notify Jaximo Ltd in writing of any change of ownership and the implications arising from this omission. The Client is responsible for any liability, which is wholly or in part the fault of the Client, and any payment by Jaximo Ltd will be reduced or proportionately reduced in such instances.

6. Health and Safety Provisions and Facilities:

The Client agrees to provide and bear the full cost of reasonable facilities on the assignment location(s) for the full duration of the contract, to include heating, lighting, toilet facilities, and such fire-fighting and first aid equipment as is warranted.

7. Standards and Codes of Practice

Both parties are to comply with the best appropriate, and most up to date housing and rental legislation .

8. Variations:

No variation, extension, exclusion or cancellation of this agreement shall be binding on Jaximo Ltd unless a Director of Jaximo Ltd confirms it in writing.

9. Claims Provision:

Jaximo Ltd shall not be responsible in any circumstances whatsoever unless written notification is received at its registered office within **seven days** of an occurrence alleged to have caused liability. In addition, any potential claim is initially to be advised to Jaximo Ltd within 24 hours of the said event with full written details to follow within the timescale described above. Jaximo Ltd reserves the right to initiate legal investigations to determine culpability when deemed appropriate. This clause contains details of the maximum liability limits related to the specific terms of the insurance cover maintained by Jaximo Ltd. The provision of insurance constitutes part of the standard charge for the services provided by Jaximo Ltd. The limits stated are absolute.

9.1. Employers and Public Liability. Jaximo Ltd is insured for Employers and Public Liability and professional indemnity The limit of Employers Liability is £5,000,000 and public liability is £5,000,000 and professional indemnity is £100,000

9.2. Bona Fida and Labour only subcontractors. Jaximo Ltd at times will provide subcontractors on a self employed basis to meet the needs of the contract, in such cases these will be on a labour only basis and in such cases you will need to confirm with your Public Liability insurance that you have the required insurance that meets your needs to cover these subcontractors on your site.

10. Increase of Limits:

Jaximo Ltd will, at the Client's request increase the limits of insurance cover provided The Client will be and hereby agrees to be liable for any additional insurance premium incurred.

11. Extraneous Duties:

If, at the express wish of the Client, Jaximo Ltd undertakes to perform duties that are extraneous to the contracted agreement then Jaximo Ltd shall not be liable for any loss or damage arising from the performance of the extraneous duties irrespective of the fact that such loss or damage may be due to the negligence of Jaximo Ltd in so increasing the limits of insurance.

11.1. Jaximo Ltd shall not be liable for the breakdown (mechanical, electrical or otherwise) or presence of defects in equipment installed or maintained by a Third Party or any other equipment whose defects were not made known to us and did not arise out of reason of negligence or wilful default of Jaximo Ltd, its servants or agents.

11.2. Jaximo Ltd shall not be liable for any circumstances whatsoever unless the claim procedure is followed precisely.

11.3. The Client shall agree with Jaximo Ltd that any employee of Jaximo Ltd shall also be entitled to rely on any limitations of liability contained in this schedule. Also, that all exclusions and limitations contained herein continue as a separate and several agreement after any termination of the same for the protection of Jaximo Ltd, its servants and agents.

12. Transfer of Undertakings (Protection of Employment) Regulations (TUPE):

Jaximo Ltd reserves the right, upon undertaking to provide a service, to invoice the Client for expenses relating to TUPE if this legislation applies without Jaximo Ltd receiving prior notification of its relevance to a particular transfer of service to Jaximo Ltd.

13. Data Protection and GDPR:

13.1 All information concerning Landlords or Tenants details are confidential, and the information will be held by Jaximo Ltd strictly in accordance with the provisions of the Data Protection Act and any amendments thereto.

13.2. Jaximo LTD respects and complies with the EU General Data Protection Regulations (GDPR). For our full policy and to see how we comply and implement this please see our website www.jaximo.co.uk

14. Date Description:

Dates will be displayed as either YYYY/MM/DD or DD/MM/YYYY.