



Terms of Business & Instruction Pack



Landlord Name:

Rental Property:

Signed by Bassets

Date:

Landlord Services

| | Bassets Lettings Service | Fully Managed Plus | Fully Managed | Tenant Find Plus | Tenant Find |
|--|---|---|---------------|------------------|-------------|
| Pre Tenancy | Landlord set up and marketing including photos and a floorplan* | ✓ | ✓ | ✓ | ✓ |
| | Extensive on-line marketing including through the Rightmove, Zoopla and Bassets websites | ✓ | ✓ | ✓ | ✓ |
| | Accompanying viewings 6 days a week | ✓ | ✓ | ✓ | ✓ |
| | Undertaking references (inc from previous Landlord) and credit checks on all Tenants using independent referencing company* | ✓ | ✓ | ✓ | ✓ |
| | Arranging a comprehensive inventory/schedule of condition prepared by an independent inventory clerk* | ✓ | ✓ | £** | £** |
| | Drafting of comprehensive Tenancy Agreement* | ✓ | ✓ | ✓ | ✓ |
| | Arranging any recommended pre-Tenancy works (such as carpet cleaning, general cleaning, gas safety checks and an energy assessment)* | ✓ | ✓ | ✓ | ✓ |
| | Collecting & registering Damage Deposit with the TDS or DPS* | ✓ | ✓ | ✓ | ✓ |
| | Notifying utility companies/Council of any change of Tenant ^{1RM} | ✓ | ✓ | ✓ | ✓ |
| | Allowing a Tenancy to move to a 'Periodic' basis* | ✓ | ✓ | ✓ | ✓ |
| | Complying with NRL & HMRC requirements* | ✓ | ✓ | ✓ | ✓ |
| Tenancy | Collecting rent and promptly transferring it by BACS upon receipt* | ✓ | ✓ | ✓ | |
| | Producing monthly and annual tax statements of income and expenditure* | ✓ | ✓ | ✓ | |
| | A dedicated Accounts Administrator to chase/manage arrears* | ✓ | ✓ | ✓ | |
| | Dedicated Property Manager conducting regular Management Inspections and compiling written reports with photos* | ✓ | ✓ | | |
| | Dedicated Maintenance Manager ensuring jobs are completed competently and promptly via our bespoke online maintenance reporting system* | ✓ | ✓ | | |
| | Online login with access rental statements & maintenance history* | ✓ | ✓ | | |
| | Providing Tenants with an out of office hours emergency helpline* | ✓ | ✓ | | |
| | Access to an ARLA approved legal advice helpline* | ✓ | ✓ | | |
| | 12 month legal expenses cover and rental warranty insurance policy* | ✓ | | | |
| | Managing the eviction process via solicitor including all required notices* | ✓ | ✓ | | |
| | Serving of Notices (e.g. Section 21, Rental Increase) | ✓ | ✓ | £50 | £50 |
| | Dealing with changes in the Tenancy Agreement (including renewals) | ✓ | ✓ | £50 | £50 |
| | End/Post Tenancy | Conduct detailed end of Tenancy inspection* | ✓ | ✓ | ✓ |
| Negotiating with Tenants regarding the return of the Damage Deposit* | | ✓ | ✓ | ✓ | ✓ |
| Prepare & submit paperwork to Deposit scheme in the event of a dispute | | ✓ | ✓ | £100 | £100 |
| Remarketing your property 'to let' including rent review* | | ✓ | ✓ | ✓ | ✓ |

*services which other Agents either don't offer or for which they will typically charge an additional fee. ^{1RM}Notification service may be provided by third party. £** Inventory price will range from £75 - £200. Price depends on number of bedrooms and if furnished or unfurnished, or as otherwise stated in advance.

Bassets Instruction Confirmation

Please complete all fields below to confirm you instructions to Bassets .

Address

Agreed Marketing Rental Price

Property Availability Date

How did you first hear about Bassets?

£

Agreed Fees (Tenant Find/TF+)

Agreed Fees (Fully Managed, FM+)

_____ % inc VAT of first month's rent (£_____)

_____ % inc VAT (£_____ per month)

Tenant Find+

Fully Managed+

3.6 % of the ongoing rent inc VAT (£_____ pcm)

Monthly Additional Fee inc of VAT £ _____

NB Should the agreed rent be higher or lower than the advertised rent, your fee will change accordingly

Agreed Landlord Service (tick as appropriate)

Fully Managed Plus (FM+) Fully Managed (FM) Tenant Find Plus (TF+) Tenant Find (TF)

Thank you for instructing Bassets to act on your behalf and provide the agreed Landlord service highlighted in this instruction pack.

This instruction pack details our relationship and obligations based on the service selected along with information required to enable us to effectively market your property and source a suitable Tenant. **Until we have received this completed paperwork we are unable to start marketing your property.**

When returning your paperwork please ensure the following checklist has been completed:

- Instruction Pack completed and returned
- Landlord identification copied in office (Passport, driving licence and proof of address)
- One set of keys for viewings

Confirmation of Pre-Tenancy Steps

Please tick the following accordingly as to how you would like us to manage the pre-Tenancy aspects of the process, or whether you intend to complete/arrange any tasks yourself. **Please note that we strongly recommend professional cleaners (especially carpets) are used to ensure an on-going condition/standard throughout the Tenancy (including re-lets)**

| Task | Bassets | Landlord |
|-----------------------------------|---------|----------|
| Pre-tenancy sparkle clean | | |
| Oven Clean | | |
| Carpet Clean | | |
| Landlord Gas Safety Check | | |
| Legionnaires Risk Assessment | | |
| Energy Performance Certificate | | |
| Non-Resident Landlord Form (NRL1) | | |

For more information on your NRL tax options and obligations, visit www.gov.uk/tax-uk-income-live-abroad/rent

For Fully Managed properties, we will require one set of keys per adult Tenant plus one set of keys to retain as a management set. For Tenant Find properties, we will only require one set of keys per adult Tenant. Please confirm as appropriate:

- I am happy for Bassets to have additional keys cut as required and to invoice/deduct the cost from rental monies.
- I will bring the required keys into Bassets' office in Salisbury prior to the Tenancy start date.

Landlord Agreement

This is a Sole Agency Lettings Agreement made between the Landlord of the Property (as named at the start of these forms) and Bassets Property Services Ltd, acting as Agent for the Landlord and hereafter referred to as the "Agent". This Sole Agency Lettings Agreement is for a minimum period of 8 weeks, commencing on the date this document is signed and will continue until terminated by either party (including any subsequent instruction to remarket the property).

The purpose of this document is to set out the extent of the letting services offered and the relevant charges payable. All the following generic clauses apply to all Landlord services offered unless otherwise designated under separate service type headings.

1. *Agent's Responsibilities (all services)*

Once the Landlord has instructed Bassets Property Services Ltd to act as their Agent, by signing this Agreement, the Agent will:

- a. Advise upon and agree the proposed rent with the Landlord.
- b. Market the Property in such a way as the Agent considers appropriate to find a suitable Tenant.
- c. Arrange, at the Landlord's cost, for a Domestic Energy Assessment to be performed by a qualified assessor (where an Energy Performance Certificate (EPC) is not already in existence or provided), with the resulting Certificate being provided both to the Landlord and to any future ingoing Tenants. An EPC lasts for 10 years and will then require renewal. The property must achieve a minimum rating of "E" for it to be suitable for renting (subject to certain exemptions).
- d. Vet and select prospective Tenants using an independent company to conduct standard 7 point credit and reference checks including Right to Rent check, Credit Score, Matched and Linked Address checks, Bank Verification, Income and Landlord references.
- e. Collect and hold on behalf of the Landlord and Tenant a deposit of five weeks' gross rent (or one month's gross rent plus £250 in the case of garages and one and a half month's gross rent in the case of a Company Let) as a "Damage Bond" against breakages and breaches of contract.
- f. Instruct an independent Inventory Clerk to prepare a detailed Inventory/Schedule of Condition of the Property prior to the commencement of the Tenancy. Whilst included for the Fully Managed Services, a cost of £75-£200 inc VAT will be payable for the Tenant Find Services (charged at cost, with the cost depending on the size of property and level of furnishing).
- g. Handle the Tenant move in process including signing of the Tenancy Agreement.
- h. Inform the utilities companies (i.e. Water, Gas, Electricity, Council Tax) upon the Landlord's or outgoing Tenant's vacation, the commencement of the Tenancy and all subsequent changes in occupancy, (for which Bassets may use a third party) providing meter readings where applicable and possible. Bassets use a company who offers tenants a concierge service and will be paid a small commission of between £5 - £10 for each new utility switched or provided.
- i. Check the Tenant out of the Property on termination of the Tenancy and assess the overall condition of the Property and, where necessary, any damage, subject to fair wear and tear.
- j. Demand payment from the Tenant in cases where there are insufficient funds in the "Damage Bond" to meet repair/replacement costs.
- k. Upon receipt of the Landlord's instructions, advertise to re-let the Property at an appropriate market rental on termination of the Tenancy.
- l. When instructed by the Landlord, serve the required two calendar months' Notice of Termination upon the Tenant using the appropriate Section 21 Notice. Whilst included in the Fully Managed Services, a charge of £50 inc VAT will be payable for Tenant Find Services.

2. *Landlord's Responsibilities (all services)*

- a. If the Property is to be let subject to a mortgage, obtain and provide a copy to the Agent of the written consent from the mortgage lender to sub-let prior to the commencement of the Tenancy.
- b. Provide the Agent with photographic identification and proof of address prior to marketing the Property.
- c. Prove ownership of the Property and to gain and provide a copy of written authority to let the Property from any joint owners who must be named in the Tenancy Agreement.
- d. If the Property is leasehold, ensure that
 - *Any intended letting is permitted by the terms of the head lease.*
 - *The period of the Tenancy expires before the termination of the head lease.*
 - *The written consent of the superior Landlord is obtained for sub-letting.*
 - *A copy of the head lease is made available to the Agent for inclusion within the Tenancy Agreement.*
 - *Any restrictions regarding the positioning of a To Let board are advised to the Agent at the point of instruction.*
- e. Advise the Landlord's buildings and contents insurer of their intention to let and to ensure, and provide evidence, that the Property and contents are kept fully insured.
- f. Provide the Agent with a current Energy Performance Certificate (EPC) prior to the commencement of the initial Tenancy, or where a current EPC does not exist, to commission one to be undertaken.
- g. Arrange for disconnection of the telephone on the Landlord's vacation of the Property and pay for any reconnection charges upon returning to the Property (NB please note that no guarantee can be given to the Landlord that a particular telephone number can be retained at the Property).

- h. Pay any outstanding utility or standing charges covering the period up to and including the Landlord's vacation of the Property and for any period when the Property is vacant.
- i. At the Agent's discretion, ensure that the carpets in the Property are cleaned to a professional standard, ideally by a reputable company, prior to the commencement of the Tenancy.
 - j. Ensure that the Property has a working TV aerial or other means of TV reception.
 - k. Ensure that all furniture, furnishings and appliances in the Property comply with current safety legislation.
 - l. Ensure that all gas appliances have been checked or serviced by a tradesperson who is on the Gas Safe Register within the 12 months prior to the date of signing this contract and then annually thereafter, with a copy of each relevant certificate being supplied to the Agent prior to the start of the Tenancy.
- m. Ensure that the electrical installation in the Property is safe before the start of any Tenancy by completing a visual inspection of the electrics, plugs and flexes and by checking that they appear in good repair, keeping a written record of this inspection. Any concerns the Landlord may have should be referred to and checked out by a qualified electrician.
- n. Provide the Agent with sufficient sets of keys to the Property in time for the start of the Tenancy. If insufficient sets of keys are made available, the Agent will obtain additional copies at the expense of the Landlord.
- o. Allow the Tenant to fix pictures or any other wall hangings to the walls of the Property (typically one picture to each main wall) provided that picture hooks are used and NOT sellotape or Blu-Tack.
- p. Give notice in writing to the Agent of the Landlord's intention to repossess the Property. This notice must be given in sufficient time for the correct termination notices to be served on the Tenant.
- q. Keep the Agent informed at all times of the Landlord's current contact details.
- r. Pay the Agent's charges as stated in this Agreement and defined in section 3. General Terms, Charges and Exclusions below.
- s. Provide any garden equipment necessary to enable the Tenant to fulfil his obligation to keep the garden (if any) in good order.
- t. Ensure that chimneys and flues for any working fireplaces within the Property have been swept prior to the commencement of the Tenancy and in between tenancies.
- u. Provide a working Carbon Monoxide alarm/s (with long life battery) for all rooms which have a solid fuel appliance e.g. a Wood Burner or open fire etc.
- v. Ensure that there are working smoke alarms to all floors, with a wired installation if the Property is built after 1992 or long life battery operated if built prior to this date.
- w. Comply with the Consumer Protection Regulations (2008) by providing either to the Agent or directly to prospective Tenants any and all information which might influence the decision of an average person whether or not to either view or rent the Property.
- x. Inform the Agent of the risk of Asbestos as defined under Control of Asbestos Regulations 2012.
- y. Undertake a risk assessment of the Property to cover the Landlord's obligation to ensure that the risk of exposure of Tenant(s) to Legionella is properly assessed. Relevant documentation should be supplied to the Agent, with any remedial work undertaken promptly at the cost of the Landlord.
- z. Ensure that where appropriate the Property to be let has the relevant licence(s) required (e.g. HMO licence).
- aa. Ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018 (as detailed in the Landlord Guide).

3. General Terms, Charges and Exclusions (all services)

- a. The charges as set out in this Agreement may be varied upon Agreement in writing by both parties.
- b. Should the Landlord not wish to use the Agent's standard Assured Shorthold Tenancy Agreement (AST), the Landlord should instruct their solicitors to draw up an Agreement and will be responsible for bearing all the costs involved.
- c. Value Added Tax (VAT) will be charged at the prevailing rate on all charges.
- d. The Agent will erect a board signifying that the Property is available for letting, unless instructed otherwise by the Landlord.
- e. Either party may terminate this Agreement prior to the commencement of the initial Tenancy by giving two weeks' written notice to the other party. In the event that the Landlord serves notice, The Landlord agrees to pay the Agent £200 including VAT, representing the Agent's reasonable costs relating to the marketing of the property and vetting of the Tenant up to that point.
- f. Either party may terminate this Agreement on the vacation of a Tenant, or on the occasion of a material breach of any condition of this Agreement during the Tenancy or otherwise at any time after the first ten months by way of two months' written notice to the other party.
- g. The Agent reserves the right to assign its rights and/or obligations under this Agreement where appropriate.
- h. Upon termination of the final Tenancy and vacation by the Tenant, responsibility for the Property will revert to the Landlord, unless caretaking instructions have been agreed.
- i. Upon signing this Agreement, the Landlord has authorised Bassets Property Services Ltd to act as Agent in relation to the chosen Tenant Find or Fully Managed Service.
- j. The Landlord warrants that the Agent will not be held responsible for ensuring that any chimneys and/or flues at the Property are swept regularly.
- k. Additional charges may only be payable by the Landlord to the Agent if:
 - Advertising is required in more specialist publications, in which case any cost will be discussed and agreed with the Landlord up front.
 - The overseeing or the project management for any larger refurbishment/improvement works (over £1,500) are required, in which case a charge of up to 10% of the total cost of the work will become payable, if Bassets are not subsequently instructed to let the Property.

- This Agreement is terminated by the Landlord before the completion of the Tenancy documentation by the Tenant. In such an event, the Landlord will be required to pay for any advertising and administrative costs already incurred by the Agent together with any reasonable costs incurred by an accepted applicant for a proposed Tenancy, an offer of Tenancy has been made to the applicant.
- The Landlord requires the Property to be visited and/or checked regularly during periods of vacancy.
- The Agent is required to attend on the Landlord's behalf a rent tribunal in the event of an appeal against a rent review.
- The Landlord requires the Agent to perform any other duties on their behalf which are not already specified within this Agreement as being included in the "Fully Managed, Fully Managed Plus, Tenant Find or Tenant Find Plus" services. In such a case, an appropriate charge will be discussed and agreed by both parties before any duties are performed.

4. **Taxation Issues for Non-Resident Landlords (all services)**

For information visit www.gov.uk/topic/personal-tax/non-resident-landlord-scheme

- If the Landlord expects to be resident overseas for more than 6 months, then they must inform the Agent of this and be responsible for dealing with all their tax liabilities arising from the rental of the Property.
- The Agent is required to liaise with the Inland Revenue and make deductions from the net monthly income at the prevailing base rate, subsequently making quarterly payments to the Inland Revenue (pursuant to the Overseas Landlord Scheme, April 1996). Where an exemption has been obtained (using form NRL1), the Agent is required to continue deducting tax until the exemption certificate is received from the Inland Revenue.
- The Agent will liaise with the Landlord's tax advisors as required.
- The Landlord is required to inform the Agent of any change to their residential status at the earliest possible opportunity.

For more information, visit <https://www.gov.uk/guidance/paying-tax-on-rent-to-landlords-abroad>

5. **The Tenancy Deposit (all services)**

The Agent is a member of both the TDS & DPS Government-approved Deposit Protection Schemes. The contact details for each are as follows:

- The Dispute Service Limited (TDS), PO Box 1255, Hemel Hempstead, Herts HP1 9GN Phone: 0300 037 1000 Web: www.Tenancydepositscheme.com
- The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA, www.depositprotection.com. 0330 303 0030

- If the Agent receives an AST Deposit on behalf of the Landlord, the Agent will serve the Prescribed Information and comply with the initial requirements of the relevant Deposit Protection Scheme on the Landlord's behalf, unless given prior written instructions to the contrary before the deposit is received. The Agent holds the Deposit as Stakeholder in relation to the TDS Insured Scheme, whereas the DPS holds the Deposit in relation to their Custodial Scheme.
- If the Landlord does not want the Agent to protect the deposit on their behalf, it will be the Landlord's responsibility to protect it as required by law. A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected. A Tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the Landlord (or someone acting on the Landlord's behalf):
 - fails to give prescribed information within the Statutory Time Limit; or
 - fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
 - notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- The Scheme rules are available to view and download from each company's website.
- At the end of the Tenancy, if there is no dispute, the Agent will keep (TDS) or reclaim (DPS) any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, before the remainder is returned to the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- If, after 10 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 can be submitted to either the Independent Case Examiner (TDS) or DPS for adjudication. All parties agree to co-operate with any adjudication. **For Tenant Find Services there is an additional charge of £100 for preparing & submitting paperwork to the approved deposit scheme where a Deposit Bond is in dispute.**
- The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- It is not compulsory for the parties to refer the dispute 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 for adjudication. If the parties do agree that the dispute should be resolved by adjudication, they must accept the decision of the adjudicator as final and binding.
- The Agent must co-operate with the adjudicator in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- When dealing with disputes from non-ASTs, the adjudicator may agree to resolve any disputes over the allocation of these deposits, by arrangement. If so:

- The adjudicator will propose what he considers the most effective method of resolving the dispute.
 - Landlord, Tenant and Agent must consent in writing to his proposal.
 - Disputes will be subject to a fee of £600 including VAT, or 10% of the deposit including VAT, whichever is the greater.
 - The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.
- j. Agents and Landlords are also permitted to refer a dispute about a deposit for adjudication. If the Landlord or the Agent refers a deposit dispute, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) of the Landlord's claim, the Landlord will need to begin court proceedings if they wish to pursue the claim.
- k. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from the TDS and DPS websites.
- l. **Incorrect information:** The Landlord warrants that all the information they have provided to the Agent is correct to the best of their 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.
- m. **The following clauses apply if the Landlord holds the deposit outside the above schemes:**
- If the deposit relates to an AST and the Landlord decides to hold the deposit themselves, the Landlord must tell the Agent before the Tenancy Agreement is signed. The Agent will notify the Landlord of the date the deposit is received and aim to transfer the deposit to the Landlord within 5 days of receiving it. By law the Landlord must then register the deposit with an authorised Tenancy deposit protection scheme within 30 days of the date the Agent received it. The Landlord must also give the Tenant(s) and any Relevant Person "prescribed information" about the deposit. If the Landlord does not do both these things within 30 days of the Agent receiving the deposit, the Tenant or any Relevant Person can take legal action against the Landlord. The court can make an order stating that the Landlord must pay the deposit back to the Tenant, or lodge it with a custodial scheme run. The court will then also order the Landlord to pay compensation to the Tenant of between one and three times the amount of the deposit.
 - If the Landlord decides to hold the Deposit, and the Tenancy is an Assured Shorthold Tenancy, the Landlord must specify to the Agent prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions the Landlord must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) the Agent will forward the Deposit to the DPS and register the details of the Tenancy on the Landlord's behalf OR give the Landlord a cheque for the amount of the Deposit made payable to the DPS for the Landlord to forward within 25 days.
 - By law, the Landlord may not serve a notice seeking possession under Section 21 of the Housing Act 1988 until the prescribed information has been served by the Landlord. If the Landlord has not complied with the initial requirements of an authorised Tenancy deposit protection scheme, the Landlord cannot serve a Section 21 notice until the Landlord has returned the deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the deposit have been disposed of. Tenants can make an application to a county court for a penalty award even where the Tenancy has ended, and can do so for up to six years.
 - If the Landlord instructs the Agent that they do not want the Agent to protect an AST deposit, the Agent shall not be liable to the Landlord for any loss suffered or cost incurred if the Landlord fails to comply with the obligations to protect the deposit and give prescribed information. The Landlord must pay the Agent for any loss or inconvenience suffered or cost incurred by the Agent if the Landlord fails to comply with those obligations. This clause will not apply if the reason for the Landlord's failure is because the Agent failed to send the Landlord the deposit within 20 days of receiving it.
- n. **Joint Landlords:** If there is more than one Landlord, then either will be able to participate in alternative dispute resolution. The TDS/DPS does not accept liability to any one or more joint Landlords for acting on the instructions of any other joint Landlord. The TDS/DPS does not accept directions from joint Landlords to deal only with instructions agreed unanimously by joint Landlords. If the Landlord wants all decisions to be made jointly, this is something that should be agreed between the Landlords. It will then be a matter for the Landlords to resolve among themselves if one or more of them have not complied with that Agreement.

6. **Legal Proceedings (all services)**

In the event that a Tenant is in breach of a Tenancy Agreement, the Landlord is responsible for instructing a solicitor to instigate legal proceedings and to pay for all resulting costs.

7. **Acceptance and Variation (all services)**

The terms and conditions of this Agreement may be varied by the Agent at any time or times, but only by prior written notification.

8. **Notice of Right to Cancel (all services)**

If the Landlord is signing this Agreement away from our business premises, the Landlord has a right to cancel within 14 days

of the date of the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Cancellation will be accepted if it is in writing and sent by electronic mail to lettings@bassets.co.uk or delivered by post or hand to Bassets Lettings within 14 days of the date of this contract. A form of cancellation notice can be provided by the Agent for this purpose if the Landlord wishes.

9. Performance of the Contract (all services)

Whilst retaining the right to cancel the contract within 14 days, the Landlord is authorising Bassets to commence marketing the Landlord's Property immediately. Rather than wait until the expiry of the cancellation period, the Landlord agrees to pay the Agent's reasonable costs of providing services (including advertising) to the Landlord under this contract up to the point of cancellation.

10. Sole Letting Rights (all services)

The Landlord will be liable to pay remuneration to the Agent, in addition to any other costs or charges agreed, if a contract or Tenancy Agreement for the letting of the Property is signed:

- During the period that the Agent had sole lettings rights, even if the Tenant was not found by the Agent, but by another Agent or by any other person, including the Landlord; or
- Within six months of the end of the Landlord Agreement, where the Tenant was introduced by the Agent while the Landlord Agreement was in force.

11. Withdrawal charges

If the Sole Agency Lettings Agreement is terminated by the Landlord or the property is let or sold other than in circumstances entitling the Agent to a fee as stated in the Agreement, the Landlord will pay to the Agent a withdrawal charge of £300 inclusive of VAT plus any agreed marketing charges. The withdrawal charge will be paid by the Landlord with 14 days of withdrawal. This does not affect the Landlord's rights to withdraw or withhold payment where the Agent has failed in its obligations and responsibilities to the Landlord under this Agreement.

FULLY MANAGED Service

Clauses 1-11 under Landlord Agreement above apply.

Agent's Additional Responsibilities

The Agent will:

- Receive and account for rental receipts on a monthly basis (or any other period agreed with the Landlord) by submitting a statement of income and expenditure to the Landlord.
- Aim, within 5 working days of receipt, to credit to the Landlord's nominated bank/building society account the total rent received from the Tenant LESS the agreed ongoing management fee and any expenditure incurred by the Agent under the standard management of the Property.
- Take such reasonable action as is necessary in the Landlord's name to pursue rent arrears subject to **Clause 6. Legal Proceedings** above.
- Prepare an annual statement of rental income and expenditure relating to the Property, to be typically sent to the Landlord by the end of June.
- Organise and, where necessary, supervise day-to-day maintenance repairs/routine work as required.
- Contact the Landlord for approval or instructions where more serious repairs are needed, including insurance work. Where an emergency occurs, however, the Agent has the right to act to protect the Property without consultation for example by effecting repairs without prior approval.
- Authorise on the Landlord's behalf, where the Agent is unable to contact the Landlord within a reasonable time period, urgent works required to ensure the safety of the Tenants and compliance of the Property with the 1988 Housing Act.
- Ensure that all known working gas appliances have been checked or serviced by a tradesperson who is on the Gas Safe Register within the 12 months prior to the date of signing this contract and then annually thereafter, with a copy of each relevant certificate being supplied to the Agent, with any required remedial work undertaken promptly at the cost of the Landlord.
- Visit the Property shortly after the commencement of the Tenancy (generally after four weeks) and then regularly up to the termination (generally after four months and then every six months thereafter), providing brief written reports, with photographs, detailing its general condition to the Landlord. These are visual inspections only, have a limited scope, are generally of a superficial nature and are not an Inventory checks or a professional survey.
- As instructed by the Landlord take appropriate action to protect the Property from frost damage should the Property be vacant during the winter months (for example the Agent will drain down the central heating or water supply system, the cost for which would be borne by the Landlord).
- Arrange if instructed on page 3 of this document a risk assessment of the Property to cover the Landlord's obligation to ensure that the risk of exposure of Tenant(s) to Legionella is properly assessed. Relevant documentation should be supplied to the Agent, with any required remedial work undertaken promptly at the cost of the Landlord.

Landlord's Additional Responsibilities

The Landlord will:

- a. Indemnify the Agent, within 7 days of a demand for payment against all claims, costs and expenses of whatever nature which may be made by the Department of Social Security, the Local Authority, any other Local or National Government Department, or any other person or body, which arises from the collection and payment to the credit of the Landlord any monthly rent pursuant to this Agreement.
- b. Promptly authorise works recommended by the Agent which are required to keep the Property in an appropriate condition to ensure that the Property complies with both current Lettings and Health & Safety legislation.

Additional General Terms, Charges and Exclusions

- a. The rent, once received from the Tenant, will be held in a non-interest bearing account before being transferred to the Landlord.
- b. The Agent has the authority to sign the Tenancy Agreement and legal notices on the Landlord's behalf, however a Power of Attorney may be required by the Agent in certain circumstances.
- c. Expenditure incurred by the Agent in respect of the maintenance and ongoing management of the Property will be recovered from the current rental income, or funded by the Landlord if necessary.
- d. Upon signing this Agreement, the Landlord has authorised Bassets Property Services Ltd to act as their Managing Agent, in particular with respect to attending to all insurance claims relating to the Property or any Tenancy thereof.
- e. The Landlord undertakes to notify the Agent of any discrepancies with the management of the Property within 14 days of resuming responsibility at the end of the management of the Property.
The Agent will inform the Landlord of any rent arrears or breaches of covenant brought to our attention.
- f. However, if it is necessary for a solicitor to take action, the Landlord will be responsible for instructing their own solicitor and for all the costs involved.
- g. An ongoing management charge is payable of _____% inclusive VAT of the gross monthly rent (_____% +VAT).

FULLY MANAGED PLUS Service

Clauses 1-11 under Landlord Agreement above apply.

Agent's Additional Responsibilities

- a. In addition, the Agent will provide a 12 month renewable Rental Warranty policy which
 - covers rent where the Tenant may default,
 - covers the cost of legal expenses,
 - manages the eviction process for the Landlord, including giving notices.
- b. Full details of the policy will be provided to the Landlord at the earliest opportunity.

Additional General Terms, Charges and Exclusions

- a. **This service is provided at a fixed monthly charge of £25 inclusive VAT (up to £800 pcm) or £30 inclusive VAT (for rents above £800 pcm). This fee is payable in addition to the Fully Managed Service fee specified in this agreement.**
- b. This service is renewable and each renewed policy is for an additional 12 months. Should the Landlord give notice during the course of any 12 month period covered by the rental warranty policy paid for by Bassets, the Landlord agrees to pay back to Bassets a proportionate amount (based on the remainder of the 12 month period).

C. TENANT FIND Service

Clauses 1-11 under Landlord Agreement above apply.

Additional General Terms, Charges and Exclusions

- a. A one-off charge is payable which will be _____% inclusive of VAT (_____% plus VAT) of the first month's rent subject to a minimum of £600 including VAT. This will be deducted from the first month's rent, with any balance paid to the Landlord minus any charges due to the Agent.
- b. A charge for the preparation of an inventory/schedule of condition of between **£75 and £200 or otherwise agreed in advance** (inclusive of VAT) will become due (charged 'at cost' by Bassets), the actual charge depending on the number of bedrooms and the level of furnishing.
- c. If instructed by the Landlord, serve the required two calendar months' Notice of Termination upon the Tenant using the appropriate Section 21 Notice at a cost of **£50** inclusive of VAT.
- d. Should the return of all/part of the Tenant's Damage Deposit Bond be disputed, Bassets will raise an additional charge of **£100** inclusive of VAT for preparing and submitting paperwork to the approved deposit scheme.
- e. The settlement of all invoices must be within **14 days** of the invoice being submitted.
- f. If a landlord requests a management inspection then this will be charged at **£60** including VAT.

D. TENANT FIND PLUS Service

Clauses 1-11 under 'Landlord Agreement' **and** all additional clauses under C. 'Tenant Find Service' above apply.

Agent's Additional Responsibilities

In addition, the Agent will:

- a. Receive and account for rental receipts on a monthly basis (or any other period agreed with the Landlord) by submitting a statement of income and expenditure to the Landlord.
- b. Aim, within 5 working days of receipt, to credit to the Landlord's nominated bank/building society account the total rent received from the Tenant **LESS the ongoing monthly Tenant Find Plus charge (see below)**.
- c. Take such reasonable action as is necessary in the Landlord's name to pursue rent arrears subject to Clause 6. Legal Proceedings above.
- d. Prepare monthly statements and an annual statement of rental income and expenditure relating to the Property.

Additional General Terms, Charges and Exclusions

- a. This service is provided at an ongoing charge of **3.6% including VAT (3.0% + VAT)** of each monthly rental payment.

Landlord/Property Information Questionnaire

Property Description

| | | | | | | |
|--------------------------|------------------|----------------------|----------------------|---------------|----------|-------------|
| <input type="checkbox"/> | House | <i>Please Circle</i> | Detached | Semi-Detached | Terraced | End Terrace |
| <input type="checkbox"/> | Flat/Apartment | Floor | <input type="text"/> | | | |
| <input type="checkbox"/> | Bedsit/Room Only | | | | | |
| <input type="checkbox"/> | Garage | | | | | |

Landlord Contact Details

Landlord Name(s)

Contact Address

Town

County

Postcode

Home Telephone Number

Mobile Telephone Number

Work Telephone Number

Email

Email 2

We will automatically send monthly statements to your email addresses. If you require a printed copy please tick the box.

Emergency Contact

Name(s)

Home Telephone Number

Mobile Telephone Number

Work Telephone Number

Email

Landlord Bank Details

Name of Bank

Account Name

Account Number

Sort Code

Third Party Information

Mortgage Lender*

**You must obtain permission to let your property*

Name

Branch

Leasehold Properties*

**You must obtain permission to let your property*

Name of Head Leaseholder/Block Manager

Telephone Number

Address

You must provide us with a copy of the lease to pass onto your Tenants so that they are aware of any obligations upon moving in

Building Insurance*

**You must advise all insurers you are seeking to let your property*

Company

Telephone Number

Policy Number

Excess

Renewal Date

Contents Insurance*

**You must advise all insurers you are seeking to let your property*

Company

Telephone Number

Policy Number

Excess

Renewal Date

Appliances Included

As a Landlord you must maintain and repair all appliances left

| Appliance | Make/Model | Age | Guarantee Details |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Please continue on a separate sheet if you have more items to list

Fire Safety Regulations - Soft Furnishings

Please list all soft furnishings that will remain in the property

| Item | Approx. Age | Location of Fire Regulations Label |
|------|-------------|------------------------------------|
| | | |
| | | |
| | | |
| | | |

Please continue on a separate sheet if you have more items to list

Viewing Questionnaire

Please answer each question to the best of your knowledge and circle/delete where appropriate. Although this is not a legal document, please provide full information so we can best showcase your property to potential Tenants AND comply with the Consumer Protection Regulations 2008.

1. Approximately **how old** is the property/when was it **built**?

2. Has the property been **extended or altered structurally**?

YES / NO

If yes, please provide details including dates and whether the necessary consents were obtained

3. How long have you **owned** the property?

4. Which **boundaries** are you responsible for (as you face the front)?

5. Was the property...?

Inherited

An Investment Purchase

Previously Your Home

6. Has the property ever suffered from **flooding, damp or condensation**?

YES / NO

If yes, please give details

7. Are you aware of any **defects with the electrics, plumbing, heating, sewerage** or other?

YES / NO

If yes, please give details

8. Are you aware of any **defects to the windows, doors, main structure or roof**?

YES / NO

If yes, please give details

9. Are there any **proposals or disputes** with any individual or public body which might affect the property or the Tenants' enjoyment of it (e.g. boundary disputes, noise, shared driveways, etc?) **YES / NO**

If yes, please give details

10. Are there any **restrictive covenants** affecting the property (e.g. preventing parking, caravan storage, carrying on a business, keeping of pets, etc) of which prospective Tenants should be made aware? **YES / NO**

If yes, please give details

11. What nursery, primary and secondary **schools** are you in the catchment area for?

12. How close is your nearest **bus stop** and is there a regular bus service into town?

13. Has the property had any **specialist treatments or preventative works** carried out in the past (e.g. re woodworm, damp proofing, cavity wall tie replacement, wet and dry rot?) **YES / NO**

If yes, please give details

14. Please list (and provide copies of) any **guarantees/warranties** relating to the property

15. What is the **council tax** band?

16. What day are the **bins** collected?

17. Is the **attic** useable by the Tenant? **YES / NO**

If yes, what does the attic have?

Ladder

Boarding

Insulation

Light

18. What is the **heating system**?

Gas

Electric

Oil

Other

Radiators

Storage Heaters

Warm Air

Other

19. Which, if any, **fireplaces** are working?

Sitting Room

Dining Room

Other

If so, when were they last swept? (NB Please ensure they are swept prior to any rental commencing)

20. Is the **garden...**? **COMMUNAL / PRIVATE** If 'detached', please advise location

21. Does the property have a **water meter**?

YES / NO

22. Are you aware of any **asbestos** at the property? *If yes, please provide details*

YES / NO

23. What **pets** would you consider/allow? (potential increased rent for pets- speak to Bassets)

Cats

Dogs

Caged Animals

None

If so, are there any restrictions (e.g. one small dog)?

24. Broadly, which way does the **rear garden** face?

North

South

East

West

25. Are there parts of the garden (up to head height) that you don't want the Tenants to maintain?

26. Are you happy for the Tenant to hang **pictures** etc. (max one per wall)?

YES / NO

27. Have you received any **formal Notices** relating to the Property or any neighbouring land?

YES / NO

28. Can the Tenants **decorate** the property during the Tenancy?

YES / NO / NEGOTIABLE

29. Is there a working **phone line** at the property?

YES / NO

30. Has any **electrical installation work or rewiring** taken place? *If yes, please give details*

YES / NO

31. Does anyone else have **rights of access** to or over the property? *If yes, please give details*

YES / NO

32. If not already in place, can the Tenant have **satellite/cable** installed?

ALREADY INSTALLED / YES / NO

33. What, if any, **parking** is included with the property?

Garage

Driveway

Off Road

On Road

Allocated

Shared

Residents Permit Parking

Please give details of where the parking is

If residents permit parking what is the annual cost?

If residents permit parking what is the zone?

34. What **types of neighbours** do you have? (e.g. young family, retired, friendly)

35. What **types of Tenant** would you **NOT** consider?

Sharers

Students

Children

Housing Benefit

General Maintenance

Make of Boiler

Approx. Age

Service Contract? **YES / NO**

Date of last service?

Name of Contractor

Thermostat? **YES / NO**

Thermostat Location

Immersion Heater? **YES / NO**

Immersion Heater Location

Services/Utilities Information

Gas Supplier

Approx. Bill Cost (if known)

Location of Gas Meter

Serial Number

Electricity Supplier

Approx. Bill Cost (if known)

Location of Electric Meter

Serial Number

Location of Fuse box

Electric (please circle):

BILL / KEY METER

Gas (please circle):

BILL / KEY METER

| | | |
|--|---|---|
| Water Board | Approx. Bill Cost (if known) | Water Metered? |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Location of Water Meter | Stop Cock Location | |
| <input type="text"/> | <input type="text"/> | |
| Sewerage Supplier | Sewerage Type | |
| <input type="text"/> | Mains <input type="checkbox"/> | Septic Tank <input type="checkbox"/> Cesspit <input type="checkbox"/> |
| Burglar Alarm | If yes, please give details of system including service contractor and relevant codes | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | <input type="text"/> | |

Preferred Contractors

We will try to use your preferred contractors but on occasions we may have to use alternatives

| Name | Telephone | Trade |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Please continue on a separate sheet if you have more items to list

Consumer Protection Regulations (2008)

To ensure compliance with the Consumer Protection Regulations 2008, please provide any information which may influence the decision of an average person EITHER to view OR rent the property.

Please continue on a separate sheet if you have more items to list

Additional Marketing/Management Information

Please note below any information which you feel would be helpful to us in the marketing and/or ongoing management of your property.

Please continue on a separate sheet if you have more items to list

Energy Performance Certificate

I/We already have a current Energy Performance Certificate (EPC) for the property, a copy of which is attached.

YES / NO

OR

I/We consent to Bassets arranging, at my/our own cost, for an EPC to be undertaken on the property by a qualified domestic energy assessor.

YES / NO

Declaration

I/We confirm that I am/we are the legal leaseholder(s)/owner(s)* of the property (*please delete where appropriate)

I/We also confirm that I/we have obtained permission to let the property from the following:

- All co-owners of the property
- Any mortgage lenders linked to the property
- Any Superior Landlords/Freeholders of the property (in case of a leasehold)
- The buildings insurance company
- The Council (in the event that an HMO licence is required)

I/We also confirm that I/we have provided you with all relevant information to comply with the Consumer Protection Regulations (2008).

I/We confirm that we have read the Agreement and wish Bassets Property Services Ltd to undertake the letting of my/our property with the agreed lettings service and fee as indicated within this Agreement.

General Data Protection Regulations (GDPR)

I/We are happy to receive information and communication from Bassets in relation to my property, the lettings industry and others news or legislative changes.

YES / NO

I/We are happy for Bassets Lettings to supply my/our details to their third party utility management company for the purposes of the transfer of utilities between tenancies.
(NB. Bassets will still have to inform the utilities directly if you choose not to opt in to this service)

YES / NO

I/We consent to Bassets using my/our contact details in any monitoring/survey process required to comply with data protection legislation (in particular the GDPR or any successor legislation), the processing of such data being carried out under the lawful basis of the company's 'legitimate business interests' (NB non-optional).

Signatures

This agreement is a legally binding document. If you are unsure about your rights in relation to the terms of this agreement, you may wish to consult with a solicitor before signing.

Signed by the landlord(s)

Landlord 1

Landlord 2

Date

Date

Different in so many ways

www.bassets.co.uk

Salisbury & Amesbury

T 01722 820 580 **E** lettings@bassets.co.uk

Cheviot House, 69 – 73 Castle Street, Salisbury SP1 3SP



Bassets Estate Agent



@basset1



Bassetslettings

Bassets Property Services Ltd is registered in England (Company No. 05040076)

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