



# Gateway

## Full Management Service Terms of Business

### Between

**Name:** Gateway Property Management Ltd trading as Gateway Residential

**Address:** Gateway House, 10 Coopers Way, Southend-on-Sea, Essex, SS2 5TE

Hereinafter referred to as the Agent

### And

**Name:**

**Address:**

Hereinafter referred to as you and your

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**Property Address:**

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**This agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord.**

**Please read the Agreement carefully. If there are any parts which you do not fully understand please speak to us.**

**You will be bound by this Agreement as soon as you sign and return it to us.**

**IMPORTANT**

**The letting and management of your Property cannot proceed until this document has been signed, dated and returned to us.**

## 1. INITIAL VISIT

We will visit the property at your invitation to carry out a free rental valuation to give an indication of the market rent achievable and advise of any works which need to be carried out prior to letting.

## 2. PRIOR TO LETTING

You must ensure that the property is fit to be let. Appliances must comply with the safety regulations detailed in clauses I, J and K of the general terms and conditions of this agreement.

By law all gas appliances, electrical goods, solid fuel and any oil fired forms of heating should be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. Properties should be thoroughly cleaned and gardens, if applicable, should be in good seasonal condition, details of which should be shown on the Schedule of Condition (Inventory).

An Energy Performance Certificate (EPC) must be made available to us before we commence advertising. Should you not have an EPC then we can arrange this on your behalf with our Energy Assessor at the cost of £80.00 which must be paid in advance.

## 3. MARKETING

We will market your property by erecting a To-Let board and we will advertise on a range of property portals on the internet. We also register all applicants on our extensive database which will match your property to all suitable applicants.

Please notify us in writing if you have previously agreed not to erect a To-Let Board with the Freeholder or other interested party.

## 4. VIEWINGS

All viewings will be accompanied at the property by a member of our staff. We will arrange to use the keys provided by you, or arrange a mutually convenient appointment with the existing tenant/occupant.

## 5. REFERENCES

When an applicant shows an interest in your property, we will:

- (a) Provide them with a draft sample Tenancy Agreement (see clause 7 below); and
- (b) Take up reference upon each application.

We will obtain a financial reference, an employment reference, a previous landlord reference (if applicable) and a personal character reference. If we find these references acceptable we will advise you accordingly.

When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them. We do not guarantee any tenant as suitable but aim to reduce the risk to you by obtaining references.

## 6. INVENTORIES

An Inventory and Schedule of Condition is essential for all rental properties, whether they are let furnished or unfurnished. This reduces the risk of a dispute arising in respect of the Security Deposit ("Deposit").

The fee for our inventory to include a check in and check out of tenants is dependant on size and location of the property. This amount will be agreed in writing and sent out in our initial valuation letter.

We always carry out the inventory ourselves as we do not employ inventory clerks.

## **7. TENANCY AGREEMENT**

You will need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the Tenant is an individual you will also need to have regard to the Unfair Contract Terms Regulations 1999 and guidelines prepared by the Office of Fair Trading which states that any clause in a contract which is unfair to the tenant could be void.

We have consulted with solicitors who are specialists in this field and we will provide you with a comprehensive tenancy agreement. The amount for the tenancy agreement will be agreed in writing and sent out in our initial valuation letter.

In the event that our agreement is not used and it has been agreed with ourselves to use an alternative tenancy agreement, this must be drafted by a solicitor. Please supply us with a copy of the draft at least two weeks prior to the tenancy commencement date. There will be an additional administration fee of £50.00 plus VAT for us to review it and make ourselves familiar with your tenancy agreement.

### **Assured Shorthold**

If the prospective tenant is an individual and the net rent is less than £100,000.00 per year we will use an assured shorthold tenancy agreement. There is no longer a minimum period for such lettings. However, if the Tenant fails to surrender possession at the expiry of the term (and in accordance with your Section 21 Notice) you will need a possession order. No such order can expire within the first 6 months of a Tenancy commencing.

### **Common Law**

If the net rent payable is £100,000.00 or more per year or at a proportionate level for a shorter tenancy, the Tenancy Agreement cannot be an Assured Shorthold. You will need to use a Common Law Agreement. Although this is not governed by the Housing Act 1988 it is nevertheless subject to other statutory regulation (e.g. Protection from Eviction Act 1977) which means you must obtain a possession order from the County Court before a tenant can be evicted.

### **Company Lets**

Generally speaking these involve more pre-contractual negotiation. There are no rent restrictions.

### **General**

Tenancy agreements can be for a fixed duration, run from month to month (i.e. a periodic tenancy), or be a combination of the two. A fixed term contract will give you more certainty. Whilst the periodic tenancy will give you more flexibility.

Our tenancy agreement requires the tenant, whilst responsible for the property, to take sensible precautions to protect the property against any water or frost damage if the property has been left empty. If your insurer has specified requirements regarding your property during any vacant periods then you must inform us in writing prior to the commencement date of the tenancy so we are aware. A tenant cannot be held liable for any loss suffered if he is not made aware of these restrictions.

All tenancies must be terminated by serving the tenant with a valid notice whether the initial term is fixed or otherwise. This is because at the expiry of the initial term the Tenancy will automatically roll on from month to month which is a periodic basis generally upon the same terms and conditions (including rent) unless and until you serve the Tenant with a valid notice or the tenant voluntarily surrenders possession. If you would like us to offer the tenant a new fixed term contract we can provide you with any of the following upon payment of the appropriate fee plus VAT:

- |                                   |                  |
|-----------------------------------|------------------|
| a) A renewal Tenancy Agreement    | £100.00 plus VAT |
| b) Renewal for a Periodic Tenancy | £100.00 plus VAT |
| c) Serving Notice on Tenant       | £ 50.00 plus VAT |

## 8. SERVICE OF A NOTICE

Unless the Tenant voluntarily surrenders possession of the Property it will be necessary to serve the Tenant with a valid notice. The precise form of notice, length of notice and expiry date depends upon what type of tenancy has been granted. We recommend that you seek our advice before serving notice.

Serving Notice under section 21 of the Housing Act 1988 is required to gain possession of a property let on an Assured Shorthold Tenancy, if the tenant is not in breach we can do so upon written request and you must ask us to serve notice at least 10 weeks before you wish to regain possession. We cannot be held responsible for any delay in regaining possession if you fail to give us sufficient written notice of your instruction to serve the Tenant with the required notice.

Sometimes a Tenant will fail to comply with a notice and you will need to commence County Court proceedings to obtain a possession order. Again we can put you in touch with solicitors who are specialists in this field.

## 9. UTILITIES

After we have prepared the inventory we will notify the electricity, gas (if applicable), water companies and local council when the Tenant occupies your property provided you have supplied us with the contact details of your utility suppliers including the account numbers. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Property and for any void period between tenancies. We will also need to provide the above suppliers with your new address and the meter readings at the commencement date of the Tenancy to ensure that there are no discrepancies with the change over. We are unable to deal with the telephone line. You will need to cancel your account and the tenant may then begin their own account if they so wish.

## 10. RENT COLLECTION

We will arrange for a standing order to be set up so that the Tenant can send future rent payments direct to us. Monthly statements of account will be sent to you after receipt of cleared funds, less our agreed fees (please see the last page of this Agreement) and expenses into your nominated bank/building society account.

You will compensate us within 30 days of a statement of account from us for payment of all claims costs and expenses incurred as a result of repayments made by us to the Department of Social Security, Local Authority Housing Benefit, or any other Local or National Government Department in respect of overpaid housing benefit.

We cannot be held responsible if the Tenant(s) fail to pay his/her contractual rent. We will however take such action in your name as is appropriate in the circumstances to recover rent arrears (by serving the appropriate letter to their home address and statutory notice(s)). If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action (please see clause M of the General Terms and Conditions). You will be responsible for their legal charges and expenses.

## 11. RENEWAL

Two months prior to the expiry of any fixed term contract we will write to the Tenant to enquire whether they would like you to consider extending their tenancy, and if so whether they want it to roll-on a month to month basis (periodic) or whether they would like a further fixed term, or whether they intend leaving at the end of the current term.

**If you do not want us to offer an extension or would like us to offer less than six months you will need to contact us beforehand, and confirm your instructions in writing.**

When we write to the Tenant we will propose a rent which reflects the current market value. If the tenant asks for a new fixed term Tenancy we will insert the new rent figures into that agreement.

If the Tenant has an Assured Shorthold Tenancy and continues to roll-on on a month to month basis (i.e. a periodic tenancy) then the rent can only be lawfully increased if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing.

If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we will arrange for a specialist solicitor to act on your behalf. You will be responsible for their charges.

## 12. MAINTENANCE OF THE PROPERTY

Sections 11 to 16 of the Landlord and Tenant Act 1985 state that you must:

- (a) keep the structure (including the drains, gutters and downpipes) and the exterior of the Property in good order and repair;
- (b) keep the appliances for supply of gas, electricity, heating and water in good repair;
- (c) keep the appliances for supply of space, heating and water heating in repair; and
- (d) keep the sanitary appliances in repair.

By signing and returning this Agreement you give us authority to organise and where necessary supervise minor repairs / routine works to comply with the above, up to a value of £100.00 plus VAT. Unless otherwise agreed in writing.

If repairs or replacements are likely to exceed £100.00 we will, except in situations where deemed as an emergency, endeavour to contact you wherever practical to obtain your specific authority to incur that expense. We will supply you with estimates if required and upon request before instructing contractors to undertake the work.

In the event that we do not receive contrary instructions from you verbally or in writing within 3 working days, we will proceed with your full authority to act as we deem appropriate having regard to your contractual and statutory obligations.

We reserve the right to levy a supervision charge of 10% on to the cost of any refurbishment/building works exceeding £1,000.00 including VAT or when we are required to meet other people at the property (e.g. loss adjusters, surveyors etc.)

Please note, we may not be able to arrange for any works without first holding cleared funds sufficient to meet the liability.

### **Payment of other out goings**

We can, if instructed, discharge other liabilities from rental income providing we are holding sufficient funds (e.g. pay your ground rent, service charges when you have a leasehold interest in the Property). It is your responsibility to instruct these service providers to contact ourselves direct. We cannot act on your behalf in connection with any dispute arising from such payments and accept no responsibility in the event of a dispute.

## **13. PROPERTY VISITS**

During the normal course of our day to day management of your Property we will carry out quarterly visits to your property within a one year period. We will organise to carry out further investigations from our contractors of any alleged disrepair that come to our attention by way of the Tenant or a third party. A written report will be forwarded to you together with any recommendations.

If you require more frequent visits you should notify us in writing as and when you wish these to be carried out during the course of the tenancy. It should be appreciated that any visit can only pin point obvious visual defects and will not be an expert investigation or structural survey of the property. We cannot accept responsibility for hidden or latent defects. If, in our opinion, the tenants are not taking proper care of the property we will inform you.

## **14. VACANT PERIODS**

Our services do not include supervision of your property when it is vacant (e.g. waiting to be let) unless our lettings staff visit the property to show applicants around.

Upon receipt of your written instructions we can arrange for scheduled visits ("Void Property Check Service"). There will be an additional charge which will be quoted on request per visit.

It should be appreciated that any visit can only extend to obvious visual defects and will not amount in any way to an expert investigation or structural survey of the Property. We cannot accept responsibility for hidden or latent defects.

## **15. WAITING AT PROPERTIES**

Ordinarily we will try to arrange a mutually convenient time for contractors attending the property to undertake work on your behalf to meet the tenant at the property. Where this is not possible we may be able to arrange to meet the contractor at the property or we can give them our set of management keys to gain access to carry out any required works.

## **16. TERMINATION OF MANAGEMENT**

Either party has the right to terminate this Agreement in writing:

- Upon the Tenant's vacation:
- or if the other party breaks any important term or condition of this Agreement during a Tenancy where monetary compensation is wholly inadequate.

You may withdraw your instructions to us to manage the property upon giving us 3 months written notice. In the event that the property is handed over to you with the tenants still in residence our charges will continue to be payable as if we were then instructed on a Let Only basis.

We may terminate our retainer immediately if you are in major breach of any of the terms contained in this Agreement and/or in the event that you do or do not do something which makes it impossible or illegal to continue providing these services.

We reserve the right to assign our rights and our obligations under this Agreement upon giving you one month's written notice.

## 17. RIGHT TO CANCEL

The law requires us to inform you of a statutory right to cancel your contract with us. This right applies because you are a consumer and you made your contract with us without a meeting at our premises. The additional right is as follows:

- You can cancel this contract without any reason.
- The time limit for such cancellation expires after 14 days from the conclusion of this contract.
- To so cancel you must inform us of your decision by a clear statement (e.g. a letter or email). You may use the model cancellation form set out below, but it is not obligatory.
- If you so cancel, we will promptly reimburse to you all payments received from you. Except for sums due as a result of you requesting us to start work.

**IMPORTANT:** You have asked us to commence the management of the Property without delay. By signing and returning this letter to us you are confirming that request. Accordingly, you now acknowledge that if you cancel this contract you will have to pay for expenses incurred up to the date you cancel. You will lose the right to cancel if we have started work at your request and have fully performed our services by the time you cancel.

### Model Cancellation Form

(You may use this form to exercise your right to cancel, where applicable)

To: Gateway Property Management Limited, 10 Coopers Way, Southend-on-Sea, SS2 5TE

Fax No:

Email:

I/We\* hereby give notice that I/we\* cancel my/our\* contract for the supply of the following service:

Ordered on\*/received on\*

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

**\*Delete as appropriate**



## **GENERAL TERMS AND CONDITIONS**

### **A. COMMISSIONS**

The following commissions are payable by the Landlord to us following the introduction of a Tenant who enters into a Tenancy either directly, indirectly or by way of an introduction from an existing Tenant found by us for so long as the tenant remains in possession of the property.

Value Added Tax will be chargeable on all commission at the prevailing rate. This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are plus VAT.

#### **Full Management Service**

Our commission is calculated at an agreed percentage of 8% + VAT per calendar month for the management of your property. The introduction fee is charged at £650.00 + VAT to be deducted from the first months rent.

As part of the full management service we include referencing and advertising, preparing the initial tenancy agreement and the preparation of the inventory (Schedule of Condition). The cost of the agreement and the inventory is dependant upon the size and location of the property and this will be agreed at the valuation and sent out in writing after the initial visit.

#### **Additional Fees**

Additional fees will be payable in respect of our dealing with referrals to the rent assessment committees or any other Court or Tribunal proceedings or for protracted correspondence on your behalf. You will be charged at an hourly rate of £25.00 plus VAT. If you decide that specialist solicitors should be instructed you will also be responsible for their fees and any other expenses incurred in dealing with such matters.

In the event of our fees not being paid within 30 days, interest shall accrue on a day to day basis on the sum due at the rate of 4% above the base rate of the Bank of England.

For the Letting Only Service letting fees will be deducted from the initial rent received from the Tenant at the commencement of the Tenancy. In the event that the letting fee amounts to more than the initial rent the balance must be paid prior to the commencement of the tenancy.

The Tenancy Agreement and Deposit will be retained until any outstanding fees and expenses have been paid to us.

Where lettings are for periods of less than 6 months the fee will be by separate negotiation.

### **B. EARLY DEPARTURE OF TENANT**

Should the Tenant leave the Property of their own accord prior to the expiration of the Tenancy it is the Landlord's responsibility to take the appropriate action to recover any outstanding rent from the Tenant.

### **C. DUPLICATE STATEMENTS**

Duplicate statements of Account can be supplied if requested.

### **D. CONSENT FOR LETTING**



You must provide us with sufficient documentary evidence to satisfy us that you are legally entitled to grant a Tenancy of the Property. If the Property is registered with the Land Registry we reserve the right to obtain office copy entries. If the Property is unregistered we reserve the right to carry out such investigations that we consider necessary.

The cost of these searches will be charged to you in addition to our commission. By signing these Terms and Conditions you warrant to us that you are the owner of the Property, or otherwise lawfully entitled to enter into the Tenancy Agreement.

## **E. MORTGAGES**

Where the Property is subject to a mortgage, we will need your mortgagee's written consent to the proposed letting as soon as possible and in any event prior to any Tenancy commencing. The mortgagee will normally wish to see a copy of the draft Tenancy Agreement and you may subsequently need to send them a photocopy of the Tenancy Agreement. The mortgagee may charge you a fee for giving their permission.

## **F. SUB-LETTING**

If you are a leaseholder, you will normally require the consent from your Superior Landlord/Freeholder or their Managing Agent before you can sub-let the Property to a prospective tenant. In giving consent the Landlord or their managing agent will normally require you to provide references for your tenant and for you and your tenant to enter into an agreement to observe the covenants contained in your lease. We will therefore need a copy of this Lease together with any schedules referred to therein so that we can attach a copy of this to our draft Tenancy Agreement.

The Superior Landlord or their Managing Agent may also charge a fee for giving such consent and any such fees will be payable by you.

## **G. INSURANCE**

It is essential that the property and contents included in the Inventory are adequately insured and that your insurers are aware that the property is a let property. Failure to do so may invalidate your insurance. You must inform your insurers whenever the property remains vacant for a period greater than specified in your insurance policy. Please check your policy for these details.

**We strongly recommend you arrange for an insurance policy which covers loss of rent and contents, and legal expenses. Please ask us for details on our Landlords Buildings and Contents Insurance.**

## **H. TAXATION**

As Landlord you will be liable for tax on rental income and you must inform the Inland Revenue that you are letting the property. There are a number of allowances that you can claim against the rental income. You should seek advice on these allowances from your accountants. We will need their name and address so that we can liaise with them.

The Inland Revenue has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue.

We are legally obliged to deduct tax from your rental income at the prevailing rate (currently 22%) in the absence of written approval. If you are not accepted into the Non Resident Landlord

Scheme, we shall make an administration charge of £35.00 plus VAT per annum for forwarding monies to the Inland Revenue.

#### **I. THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 AND THE FURNITURE and FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993**

Since the 1<sup>st</sup> March 1993 it has been a criminal offence, punishable by a fine and/or a prison term, to let properties with furniture or soft furnishings which cannot be proven to comply with the above fire safety regulations. By signing this Agreement you agree to remove any item that does not have a fire regulation label attached to it and is non compliant with regulations.

#### **J. ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

You are responsible for providing instruction books for all items of electrical equipment for your Tenant and will be responsible for ensuring that all electrical installations and appliances within the property comply with the above Regulations and are tested by a qualified electrician. We can recommend contractors to carry out these works or we can organise if required.

#### **K. GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998**

Since 31<sup>st</sup> October 1994 it is a criminal offence to let a property with gas appliances (including but not limited to gas boilers, fires, heaters and gas water heaters) that have not been checked by a GAS SAFE (Formally known as CORGI) Registered Engineer at least once every twelve months.

You will need to provide us with a copy of the Gas Safety Certificate (GSC) carried out no more than 12 months previously. If this GSC is not sent to us when you return this Agreement you authorise us to arrange for a Gas Safety check. The GSC will need to be renewed at 12 month intervals. As we manage the property we will automatically arrange this on your behalf, using our own GAS SAFE Registered contractor unless you advise us otherwise.

**No tenancy can commence until we are in receipt of a valid Gas Safety Certificate.**

#### **L. SMOKE AND CARBON MONOXIDE ALARM (AMENDMENT) REGULATION 2022**

Since 1 October 2022 you must ensure that at least one smoke alarm is equipped on each storey of the Property. You must also ensure that a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance. In addition, you must ensure that smoke alarms and carbon monoxide alarms are repaired or replaced once informed and found to be faulty. Where you fail to comply with a remedial notice, the local authority may impose a fine of up to £5,000.

#### **M. CLEANING**

The property should be in good clean condition before the tenancy commences and if in the event it is not then we may have to compensate the tenant and deduct this from your initial account.

#### **N. RENT**

It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of rent and to defend all actions or other legal proceedings and

arbitrations that may be brought against you in connection with the Property. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

## O. REIMBURSEMENT OF AGENT

You will keep us reimbursed in respect of any claim damage or liability whether criminal or civil suffered from and during the time that we are or were acting on your behalf. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge for that work to ensure that you fulfil your contractual and statutory obligations as Landlord.

## P. MAIL

It is not part of our normal function to forward the Landlord's mail. Should you require any post to be forwarded to you whilst you are away from the property any postage costs will be deducted from your account to cover the cost. We would recommend that you arrange for it to be redirected via the Post Office.

## Q. DEPOSITS

We will collect the Deposit together with initial rental payment from the Tenant at the commencement of the tenancy.

Gateway Residential Limited will ensure that the deposit is transferred across to the Deposit Protection Service ("DPS") within fourteen days of the commencement of the Tenancy. At the end of the tenancy the deposit will then be repaid within 10 calendar days. No money can be repaid without the agreement of both parties. In the event of a dispute, The Deposit Protection Service has 28 days from receipt of evidence from both parties to adjudicate.

After the Tenancy you are entitled to ask us to deduct from the Deposit any of the following:-

- any damage to the Property and Fixtures and Fittings caused by the Tenant or resulting from any breach of the Terms of the Agreement by the Tenant.
- any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence).
- any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority.
- any instalments of the rent which are due but remain unpaid at the end of the Tenancy.
- any other breach by the Tenant of the Terms of the Tenancy Agreement.
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property.
- any unpaid telephone charges.

If more than one such deduction is to be made monies will be deducted from the Deposit in the order set out above.

Within 7 days of the Check-out being carried out you must notify us of any deductions you want to make so that we can inform the Tenant. You will need to specify the amounts you wish to deduct and the reasons for any deductions made; we can advise you on this.

At the end of the Tenancy we must contact the DPS (Deposit Protection Scheme) to either return the full deposit to the tenant or to inform them of any deductions which need to be made from the deposit.

If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within 14 days of the Tenant receiving that demand in writing.

If the damage and other charges are not agreed by the Tenant within 28 days after the end of the Tenancy you and the Tenant should seek independent advice with a view to resolving the dispute.

The damages and cleaning will not themselves be paid for by the Tenant unless they have admitted liability and agreed compensation or you have obtained a court order against them. The DPS will continue to hold the Deposit unless and until that dispute is resolved.

Should you require our services to reconcile or negotiate the dilapidations on your behalf or to attend court to give evidence there will be a charge of £125.00 plus VAT.

#### **R. INTEREST ON CLIENTS' MONIES**

Any interest accrued on clients' money which we hold will be retained by ourselves to cover bank and administration charges etc.

#### **S. WITHDRAWAL FROM AGREED OFFER**

If a formal offer has been made by an applicant when we receive your notification it may not be possible to withdraw the offer if it has been accepted. If an Applicant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

If you instruct us to proceed with the proposed tenancy and subsequently withdraw such instructions you agree to meet the costs of the expenses we have incurred up to the sum of £150.00 plus VAT and a contribution towards our advertising costs of £250.00 plus VAT.

#### **T. ACTS OF THIRD PARTIES**

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through the negligence, omission or failure on the part of Gateway Residential Limited.

#### **U. DEFINITIONS**

In this Agreement the use of the singular includes the plural and the use of the masculine includes the feminine. If there is more than one person signing as the Landlord all parties will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together.

#### **V. PROPER LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales.

## INSURANCE

We are able to offer details and send you further information on the following as we use a company that specialise in residential lettings insurance.

Please ask for further details.

- Rent and Legal Protection Insurance
- Legal Protection Insurance
- Landlords Buildings and Contents Insurance
- Landlords Emergency Assistance Cover

## IF YOU WISH US TO PROCEED

**PLEASE CONFIRM YOUR INSTRUCTIONS BY  
RETURNING THIS DOCUMENT HAVING COMPLETED  
THE APPROPRIATE SECTIONS BELOW**

I/We accept the above terms and conditions and I/We instruct Gateway Residential Limited to act on my/our behalf for the purpose of:

**Introduction Fee** £650.00 + VAT

**Management of Property** 8% PCM + VAT

### Full Address of the Property

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I/We acknowledge my/our obligations pursuant to the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, The Gas Safety (Installation and Use) Regulations 1968 and the Electrical Equipment (Safety) Regulations 1994 and I/We accept and confirm that I/We have full responsibility to ensure that I/We comply fully with their requirements before and during the letting of the Property.

I/We the undersigned am/are the only people with any interest in the Property.

Signed \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**NB. All fees are Plus VAT, which is to be charged at the prevailing rate.**

**All Parties in ownership of the property must sign the above Terms of Business.**

## PROPERTY INFORMATION FORM

Full Names of All Owners			
Tel/Mob No		Email Address	
Address of Property Owner			
	Postcode		

### Tenancy Details

Approximate length of time the property will be available to rent		Until	
Exact date of when the property will be available from			
Initial asking Rent Per Calendar Month (PCM)	£		
Will the property be offered as (Please complete all items to be included in the let, on page 18)	Furnished	Part Furnished	Unfurnished

	I confirm Gateway Residential will be carrying out the inventory to include check in / check out of my property.
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Please indicate which of the following are acceptable:

Children		Sharers		Dog		Cat		Hutched Animals	
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Any other specific requirement	

Do you have a mortgage on the property? (Please note that it is your responsibility to advise your mortgage lender in writing that you wish to let your property and get their agreement)	Yes		No	
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### Leasehold Property

If Leasehold, please give details of who is responsible under the lease for major repairs and maintenance of the main structure and common parts e.g. Building Management Company.

Name			
Address			
	Postcode		
Tel No			



### Utility / Services Available

What heating does the property have?				
Does the property have mains water supply?	Yes		No	
Is the drainage connected to the main drainage system?	Yes		No	
Please provide details of where the mains water stop cock is				

Please specify who provides your:

Electricity		Gas		Oil Supplier	
-------------	--	-----	--	--------------	--

Telephone Number		Reference	
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Electric metre box situated		Gas meter box situated	
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Do you have Digital?	Yes		No	
Do you have Sky fitted?	Yes		No	
Does the property have a telephone line?	Yes		No	
Do you have an alarm fitted?	Yes		No	
If Yes, please provide Alarm Code				

Do you have any appliances that you will be leaving in the property? (An oven and hob should be supplied as standard.)	Yes		No	
If yes, please list all on page 18. (Please note any electrical appliances left in the property will be the landlord's responsibility for repairs, replacement and the cost of any electrical safety testing which may be necessary).				

### Insurance

Do you have Buildings Insurance?	Yes		No	
If Yes, please provide details of your insurer & Policy No.				
Do you have Contents Insurance?	Yes		No	
If Yes, please provide details of your insurer & Policy No.				

### Landlords Location during Tenancy

Will you be based in the United Kingdom? Please note should you be living outside of the UK, you will need to complete a NRL1 form which we can provide, otherwise we will have to deduct 22% tax from any rental received.	Yes		No	
Please specify where you will be based				

### Appliance Guarantees or Service Agreements

Please provide details of any appliances or items that are currently under a guarantee or covered by a maintenance or service contract, and please supply copies of documentation.

### Repairs (for managed properties only)

Under our Terms of Business you authorise us as agents to carry out routine and minor repairs up to £\_\_\_\_\_ + VAT however should you wish to increase this repair authority please advise limit £\_\_\_\_\_.

### Advertising

As part of our advertising, we have our own To Let and Let By boards that we normally erect at the property.

Please confirm if you are happy for us to erect a board at the property?	Yes		No	
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### Bank Details

Name of Bank			
Branch Address			
	Postcode		
Account in the Name of			
Account Number	Sort Code		

### Emergency Contact

Please provide the name, address, and contact details of a third party we can contact in the event of an emergency, should you be unavailable.

Name			
Address			
	Postcode		
Telephone Number			

### Emergency Telephone Numbers

Home		Work		Mobile	
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### Notes


## Boundaries

Please indicate the boundary of your property with a simple sketch on the back of this agreement and clearly mark who is responsible for fences, hedges, walls etc.

Please list ALL items to be included with the property let. (Continue on further sheets, if applicable)

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I sign below to confirm that this is a true and accurate description of my property and should any discrepancy arise, this form can be used as evidence.

**Landlord(s) Signature** \_\_\_\_\_ **Date** \_\_\_\_\_