



AGENCY TERMS & CONDITIONS

This agreement authorises TLC Property Management Ltd to act as agent for the Landlord to provide letting and property management services and confirm the extent of these services and the commission and fees payable.

The agreement terms will apply to all the properties on which the Landlord instructs TLC Property Management to act for him/her whether at the time of signing of this agreement or in the future unless other terms are agreed in writing or this agreement has been terminated.

The signing of this agreement confirms that the Landlord will comply with all legal regulations during the period of this agreement.

- **Advice on letting**
We will advise the Landlord on the most effective service to suit the Landlords requirements.
- **Mortgage**
The Landlord must receive written consent from the mortgagee that the property will be under a rental agreement. It is also the Landlords responsibility to obtain written consent from any third persons with a legal interest in the property. TLC Property Management Ltd cannot be held responsible for obtaining this permission. The Landlord must provide TLC Property Management Ltd with a copy of all permissions granted.
- **Insurance**
The Landlord is responsible for the property being insured to its full re-build cost with a reputable insurance company and ensuring that the insured risks include full cover whilst the property is tenanted and also when the property is vacant. The Landlord must provide TLC Property Management Ltd with a copy of all insurance cover.
- **Council Tax**
The tenant will be responsible for payment of the council tax unless the property is vacant at which time the Landlord then becomes responsible for any payments due.
- **Landlord Registration**



All Landlords must be registered as a Private Landlord with the Local Authority where the property is located under The Antisocial Behaviour (Scotland) Act 2004. TLC Property Management Ltd can provide information on how a Landlord can register but can only advertise a property on confirmation that the Landlord and property have been registered.

- **Non-resident Landlords**

If a Landlord is non-resident in the UK, TLC Property Management Ltd is liable to pay tax on all the rental income (The Taxes Act 1988 Section 42a) that they collect on the Landlords behalf. In order to avoid TLC Property Management Ltd with holding tax at source the Landlord must be registered with the Inland Revenue by completing and returning Form NRL1 to the Inland Revenue. The Inland Revenue will then normally issue an exemption certificate (NRL7) allowing TLC Property Management Ltd to pay rent to the Landlord without any tax deducted. TLC Property Management Ltd will hold all tax due until a copy of the exemption certificate has been provided.

- **Advertising**

TLC Property Management Ltd agrees to advertise the property. All newspaper advertising will be at the cost of the Landlord but TLC Property Management Ltd will consult with the Landlord on these costs.

- **Viewings**

TLC Property Management Ltd agrees to arrange accompanied viewings of the property at pre-arranged appointments.

- **Referencing**

When taking up references TLC Property Management Ltd will endeavor to ensure that they are both reliable and accurate but TLC Property Management Ltd cannot give a warranty as to either the accuracy or reliability of the references. All reference checks are processed via an independent referencing agency at the prospective tenants cost.

- **Inventory**

It is essential that the Landlord has an inventory to the property to protect the Landlords interest when dealing with any disputes over wear and tear as the legal process places the burden of proof on the Landlord.

- **Tenancy Agreement**

TLC Property Management Ltd agrees to prepare and complete the AT5 and Tenancy Agreement with the selected tenant after discussion with the Landlord where possible.



- **Deposit and Rental Income**

TLC Property Management Ltd agree to collect a deposit equivalent to one months rent which shall be held by TLC Property Management Ltd in a relevant account until the end of the tenancy, this will be refunded to the tenant in full only after a final inspection has been carried out and the property has been found to be in good condition and these terms have been agreed with the Landlord where possible

All rental incomes will be collected by TLC Property Management Ltd in advance and forwarded to the Landlord after the deduction of the TLC Property Management Ltd fees and any other outstanding accounts due for the property. All incomes and outgoings will be accounted to the Landlord at the end of each financial year.

- **Indemnity**

The Landlord agrees to indemnify TLC Property Management Ltd against all costs, expenses or liabilities incurred or imposed on TLC Property Management Ltd where these were incurred on the Landlords behalf in carrying out TLC Property Management Ltd duties under this agreement. The Landlord agrees to reimburse TLC Property Management Ltd any monies paid out by TLC Property Management Ltd as a result of 'claw back' of Housing Benefit or any dishonoured cheque from Tenants.

- **Maintenance**

The Landlord is responsible for repairs and the upkeep of the property including keeping in good repair the structure of the property, this will include drains, guttering, down pipes and any boundary fences and the building exterior. The Landlord is also responsible for all electrical appliances, heating systems and sanitary appliances. All appliances must be left in good repair and working order at the Landlords cost (the tenant is liable for any damage or abuse caused). TLC Property Management Ltd will instruct repairs to the property in the absence of the Landlord up to a value of £200, but this does not apply to emergency repairs.

In urgent situations TLC Property Management Ltd may at their discretion carry out any works necessary to comply with statutory requirements whether or not this is within the agreed £200 repairs limit. Any expenditure incurred will be deducted from the rental income. Where possible TLC Property Management Ltd will contact the Landlord in advance to any proposed action but should the situation warrant urgent attention this may not be possible.

Should a Landlord wish to use his own contractors for any repairs details must be given to TLC Property Management Ltd at the time of signing this agreement.



Should this information not be given TLC Property Management Ltd will endeavor to select contractors who they believe to be qualified and cost effective, but TLC Property Management Ltd are unable to provide a personal guarantee as to the standard of their workmanship.

- **Gas Safety**
The law requires that an annual safety inspection of the central heating system and any other gas appliances or gas supplies be carried out at the property and the appropriate certificate issued. Should the Landlord wish to arrange for this inspection him/herself TLC Property Management Ltd require a copy of this certificate? TLC Property Management Ltd can arrange for this annual inspection at the Landlords expense.
- **Smoke Detectors**
The Law requires that a smoke detector must be fitted on each floor within the property.
- **Fire and Furnishing**
All furniture and furnishings must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- **Telecommunications, Internet services, Satellite and Cable TV**
As TLC Property Management Ltd have no control over these services as these suppliers refuse to deal with third parties. We recommend that these services be terminated on your departure from the property.
- **Keys**
The Landlord agrees to provide three full sets of keys for the property. Two full sets will be given to the tenant, with the third full set being held by TLC Property Management Ltd being kept in a secure press with an identification number. Should the Landlord be unable to provide three full sets TLC Property Management Ltd will arrange for any further sets to be cut at the expense to the Landlord?
- **Apartments and Flats**
The managing agents must be informed of your change of address to allow them to forward any accounts for the ground rent or service charge as this is the responsibility of the Landlord.
- **Mail**
The Landlord must arrange for a mail re-direction service for his/her own mail and inform all relevant parties of your forwarding address. Neither the tenants nor TLC Property Management Ltd can take responsibility for forwarding mail.



- **Terminating a Tenancy Agreement**
The Landlord must provide a minimum of two months written notice to terminate a tenancy and this notice cannot take effect earlier than the end of the fixed term of the tenancy. TLC Property Management Ltd require a minimum of three months written notice to terminate a tenancy and TLC Property Management Ltd cannot guarantee that the Landlord will obtain possession of the property on the date when the Landlord requires it, tenants cannot be forced to leave a property against their will without a court order.
- **Access during a Tenancy Agreement**
The Landlord has no right of immediate access to the property whilst a tenancy agreement is in force, unless it is deemed an emergency, The Landlord must arrange an appointment with the tenant, who has the right to refuse access unless the Landlord has obtained a court order.
- **Legal Proceedings**
TLC Property Management Ltd will act in the first instance on any delays of payment or other defaults. Where TLC Property Management Ltd has been unsuccessful in these initial actions or there are significant rent arrears or breaches of the Tenancy Agreement, TLC Property Management Ltd will advise the Landlord accordingly. The Landlord will be responsible for appointing and instruction of a solicitor and will be responsible for payment of all legal fees and any related costs.
- **Variation and Acceptance**
The terms and conditions of this Agreement may be varied by TLC Property Management Ltd by giving the Landlord one month's written notice.

FEES AND COMMISSION

Full Management – Monthly fee 12.5% on the monthly rental income and any advertising costs involved, the advertising costs being collected in advance.
£25.00 annual fee for any Overseas Landlords

Full Property Report - £50.00

Tenant Find Only – Fee £200.00 and any advertising costs involved, the advertising costs being collected in advance
£25.00 annual fee for any Overseas Landlords



AGREEMENT OF AGENCY TERMS AND CONDITIONS

I hereby confirm I have read and agree to the agency terms and conditions with TLC Property Management Ltd.

Landlords Full Name (1)

Landlords Full Name (2)

Address of Rental Property

I wish TLC Property Management Ltd to undertake a (please tick)

Full Management Service

Tenant Find Only Service

Signature

Date

Signature

Date