

RESIDENTIAL LETTING AGENCY TERMS OF BUSINESS

Part 1

The Landlord

Client1	Client2
Title:	Title:
First Name:	First Name:
Surname:	Surname:
Address:	Address:
Correspondence Address <i>(If different to above)</i>	Correspondence Address <i>(If different to above)</i>
Mobile Number:	Mobile Number:
Email:	Email:
Reside in UK: Y/N <i>(please indicate)</i>	Reside in UK: Y/N <i>(please indicate)</i>
Bank:	Bank:
Account Name:	Account Name:
Account Number:	Account Number:
Sort Code:	Sort Code:
Main Contact: Y/N <i>(please indicate)</i>	Main Contact: Y/N <i>(please indicate)</i>

Continued

Part 2

The Property

Address of property to be let:
Postcode:
Furnished/Part Furnished/Unfurnished <i>(please indicate)</i>
Initial term of the tenancy: <i>(Usually suggest 12 months)</i>
Property Available From:
Property Has Gas Yes/No <i>(please indicate)</i>
3 Sets of Keys Provided Yes/No <i>(please indicate)</i>
Agreed marketing price PCM: £

Part 3

Agency Type

IYP operate on a sole letting rights basis only as we are the only property management agent to offer you 2 letting agents to market your property if the first agent has not secured a tenant within 14 days of the property being marketed.

Part 4

Agency Period

You appoint us for the Agency Period, which commences on the date these terms are signed by the Landlord and will extend to 6 weeks from this date. This agreement cannot be terminated within the Agency Period and thereafter may be terminated by us or you giving 28 days notice to the other.
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Part 5

Services & Fees

Services	Tenant Find Only (TFO) 10% inc VAT	Tenant Find & Rent Collection (TFR) 12.5% inc VAT	Tenant Find & Full Management (TFP) 17.5% inc VAT
Market Property	Yes	Yes	Yes
Secure Applicant/s	Yes	Yes	Yes
Referencing (with legal cover for repossession where the tenant defaults on the rent payments) for first tenant	Yes	Yes	Yes
Referencing for Additional Tenants & Guarantors	Yes - £60 inc VAT per additional tenant and/or guarantor	Yes - £60 inc VAT per additional tenant and/or guarantor	Yes - £60 inc VAT per additional tenant and/or guarantor
Set Up Fee	Yes - £318 inc VAT	Yes - £318 inc VAT	Yes - £318 inc VAT
Right To Rent Checks	Yes	Yes	Yes
Issuing Legal Documentation eg: EICRS, Gas Certificate, How To Rent Guide	Yes	Yes	Yes
Administering Tenancy Agreements	Yes	Yes	Yes
Organising Inventories and Check In Reports	Yes - Dependent on property size	Yes - Dependent on property size	Yes - Dependent on property size
Deposit Handling & Registration (where included OR selected as an additional service with the TFO/TFR)	Yes	Yes	Yes
Monthly Rent Collections – Remittance Via BACS	No	Yes	Yes
Detailed Monthly Account Statements	No	Yes	Yes
Periodic Property Inspections	No	No	Yes
Tenancy Oversight & Management	No	No	Yes

Continued

Part 5

Services & Fees (*continued*)

Services	Tenant Find Only (TFO) 10% inc VAT	Tenant Find & Rent Collection (TFR) 12.5% inc VAT	Tenant Find & Full Management (TFP) 17.5% inc VAT
Arrange General Repairs, Cleaning, Gardening and Maintenance	No	No	Yes
24/7 Emergency Out of Hours Cover For Emergency Repairs	No	No	Yes
Extensive Database of Reliable, Competent and Insured Contractors	No	No	Yes
Service of Section 21 and Section 8 Notices if Required	No	No	Yes
Payment of Utilities on Behalf of the Client (void periods)	No	No	Yes
Organising Checkout Reports	Yes (<i>Cost Dependent on Property Size</i>)	Yes (<i>Cost Dependent on Property Size</i>)	Yes (<i>Cost Dependent on Property Size</i>)
Deposit Release & TDS Deposit Dispute Administration	Yes - £300	Yes - £300	Yes
Dedicated Property Manager	No	No	Yes
Review Rent For Each New Tenancy Renewal	No	No	Yes
Negotiating Tenancy Renewal	Yes - £120 inc VAT	Yes - £120 inc VAT	Yes - £120 inc VAT

Continued

Part 5

Services & Fees (*continued*)

Additional chargeable services available if required

Services	Tenant Find Only (TFO) 10% inc VAT	Tenant Find & Rent Collection (TFR) 12.5% inc VAT	Tenant Find & Full Management (TFP) 17.5% inc VAT
Gas Safety Checks	£108 inc VAT	£108 inc VAT	£108 inc VAT
EICRs (<i>Electrical Installation Condition Reports</i>)	£216 - £300 inc VAT 1 - 3 beds	£216 - £300 inc VAT 1 - 3 beds	£216 - £300 inc VAT 1 - 3 beds
Arranging EPCs	£120 inc VAT	£120 inc VAT	£120 inc VAT
Rent Guarantee Protection	£360 inc VAT	£360 inc VAT	£360 inc VAT
Court Appearances	£90 per hour	£90 per hour	£90 per hour
Major Refurbishments	10% of net cost	10% of net cost	10% of net cost
Insurance Claims	10% of net cost	10% of net cost	10% of net cost
Vacant Property Management	On Request	On Request	On Request

Part 6

Service Required (*please tick*)

All services attract a set up fee along with additional referencing fees over and above 1 referee – See fees attached. For fully managed properties a float of £250 will be held from the first month's rent to deal with any minor repairs and/or emergencies.

- Tenant Find Only** – Fee Deducted From First Month's Rent and Payment Required in Advance for Direct Costs Incurred
- Tenant Find & Rent Collection** – Finders fee of 2 weeks rent deducted from first month's rent & balance taken across the remaining months of the tenancy
- Tenant Find & Full Management** – Finders fee of 2 weeks rent deducted from first month's rent & balance taken across the remaining months of the tenancy

Our Fee	<i>% inc VAT of Monthly Rent</i>
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Additional services required prior to marketing – Please tick as required

Service	N/A	IYP	Landlord
Gas Safety Certificate*			
EICRs (Electrical Installation Condition Reports)			
Energy Performance Certificate (EPC) *			
Professional Clean Inc Carpets			
Installation of Smoke Alarm/s *			
Installation of Carbon Monoxide Detector if Required *			
Additional Key Cutting			

**Legally required - copies to be provided to the tenant prior to occupation and IYP where undertaking yourself.*

Part 7

Preferences (please tick accordingly)

Option	Yes & Maximum number	No
Pets		
Children		
Sharers		
Smokers		

Continued

Part 8

Agreement and Signatures

TERMINATION OF AGENCY or DOWNGRADE OF SERVICE LEVEL:

Either party can terminate the agency outside of a tenancy by giving twenty one days notice to the other in writing. The twenty one days notice may be given at any time to terminate the agency at the end of, or after, the last day of the initial period specified within this agreement. You agree that all outstanding fees will be paid within the twenty one day period.

If a landlord wishes to terminate the agreement with itsyourplace Ltd during a tenancy, the landlord will have to supply three month notice and in addition, will be liable to pay 1.2 months' rent inclusive of VAT (One month's rent plus VAT) or will liable to pay the remaining agreed fully managed / rent collection fee inclusive of VAT for the remaining fixed term tenancy, whichever is the higher value.

If a landlord wishes to downgrade their service during a tenancy, the Landlord must provide itsyourplace Ltd three months written notice If a landlord wishes to downgrade to a tenant find service during a tenancy, the landlord/s will be liable to pay 1.2 months' rent inclusive of VAT (One month's rent plus VAT).

LANDLORD RESPONSIBILITIES

I/we understand and acknowledge my/our obligations pursuant to the Furniture and Furnishings (Fire Safety) Regulations 1998 as amended, the Gas Safety (Installation and Use) Regulations 1998, Legionnaires' Disease, The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, the Electrical Equipment (Safety) Regulations 2016 and Minimum Level of Energy Efficiency regulations with a valid EPC. 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 also confirm that I have obtained my mortgage lender's consent to let the property.

Continued



Part 8

Agreement and Signatures (*continued*)

SIGNATURES

In signing this form, you warrant you are the sole owners of the property as recorded at the Land Registry, and also that the terms and conditions set out in this agreement will remain in force once a tenancy finishes so remarketing can commence, and subsequent tenancies can be agreed.

I/we have read and accept itsyourplace's Terms & Conditions of business attached and hereby instruct itsyourplace to provide the service(s) marked overleaf and upon the Terms & Conditions stated herein.

Signed:

Signed:

Full name:

Full name:

Date:

Date:

For and on behalf of itsyourplace Ltd:

Continued

Part 8

Agreement and Signatures (continued)

NOTICE OF RIGHT TO CANCEL

Cancellation of contracts made in a consumer's home or place of work etc. Regulations 2013

Under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2013, you have the right to cancel your contract within fourteen days of receiving this notice. This right can be exercised by delivering, or sending (including by email) a cancellation notice to itsyourplace Ltd, 178 – 180 Fleet Road, Fleet GU51 4DA at any time within a period of 14 days, starting from the day of receipt of this notice of your right to cancel this contract.

Any notice of cancellation is deemed to be served, as soon as it is posted, or sent to us, or in the case of an electronic communication, from the day it is sent from your computer. If you wish us to commence the marketing of your home immediately, you can request that we start to perform the contract immediately or before the 14 day period has expired. If you subsequently cancel this contract within the balance of the 14 day period allowed, you would then be responsible for paying £300 towards the 'reasonable' costs of our service up to the point of cancellation. If you wish us to commence marketing immediately, please sign below to confirm your understanding.

In the event that we are instructed to commence marketing immediately and a tenant is introduced to your property within the cooling off period and they subsequently proceed to an executed tenancy, you have exercised your right to cancel the contract, then our full fee would be payable as if the contract were fully in force. You would be deemed to have accepted an effective introduction to your property by itsyourplace Ltd.

Signed: _____ Name: _____ Date: _____