



**Terms & Conditions**  
**Agency Agreement with a Landlord**

Landlord(s) full name(s) \_\_\_\_\_

Full addresses \_\_\_\_\_

Landlords Correspondence address \_\_\_\_\_

Identification of Landlord \_\_\_\_\_

E-mail address \_\_\_\_\_

Type of letting: Bronze  Silver  Gold  Portfolio

Bank details to which rent payments should be sent:

Address of Property to be let: \_\_\_\_\_

Account No \_\_\_\_\_  
Account Name \_\_\_\_\_  
Bank Sort Code \_\_\_\_\_

Emergency contact details, name address etc. \_\_\_\_\_

Alarm Number \_\_\_\_\_

Parking Space Number \_\_\_\_\_

Council Tax Band \_\_\_\_\_

Gas safety cert supplied? \_\_\_\_\_

Arrangement for gardens? \_\_\_\_\_

Flats: Name and address of Freeholder, Head Landlord, Managing agent: \_\_\_\_\_

Insurance Buildings/Contents? \_\_\_\_\_

Are there any guarantees or service contracts? \_\_\_\_\_

Meter/ Stop Tap locations? Gas Electricity Water Stop Tap

Previous reading: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rent Protection included:  Legal Fee Protection Insurance included:

4you Lettings Ltd Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## A Definitions

### 1 'The Agent'

'The Agent' means 4you Lettings Limited.

### 2 'The Landlord'

The person, persons, company, named in the 'Agency Agreement' (see definition number 5).

### 3 'The Tenant'

The person, persons or company as named on the Tenancy Agreement.

### 4 'The Property'

The dwelling at the address shown on the Tenancy Agreement.

### 5 'The Agency Agreement'

Being a signed instruction to let or manage a property together with this section setting out the level of service and the terms and conditions on which the Agency Agreement is based.

- 6 i Words importing one gender shall be construed as importing any other gender.
- ii Words importing the singular shall be construed as importing the plural and vice versa.
- iii Words importing persons shall be construed as importing a corporate body and or a partnership and vice versa.
- iv Where any party comprises more than one person, the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.
- v When the masculine gender is used this is to be construed in the feminine gender and vice versa.

### 7 'Fees'

The commission and other remuneration payable for the Agents services as set out in Section B.

- 8 These Terms and Conditions shall be construed under English Law.

## B Services

### Bronze

- FREE newspaper advertising.
- FREE advertising on the most used website such as RIGHTMOVE.
- FREE advertising on the 4YOU LETTINGS Web site updated daily.
- Our FREE Website maintains a large directory of registered tenants seeking good quality secure properties.
- A FREE Tenant handbook will be supplied to your tenants covering the essential elements required to cultivate a successful Tenant/Landlord relationship.
- A FREE market appraisal will be provided to assess the true realisation of your property in relation to rent and property condition.
- Optional comprehensive condition report of your property. Please see the sample attached and we are sure you will find this is the most comprehensive report available from any Letting Agent.

- Carry out an accurate review of the prospective tenant's credit history including confirmation of bank account details, employer's references and previous landlord's references where possible. Any prospective tenant must provide two forms of identification inclusive of picture identification. We also seek to ensure the applicant has or is residing at the address provided.

**Our fees for this service are equivalent to the first months rent plus VAT or £500.00 plus VAT whichever is the higher.**

### Silver

- In addition to the services listed for the Bronze service 4you Lettings Limited will also carry out the following:
- Carry out a pre-let property inspection if required.
- Carry out an accurate review of the prospective tenant's credit history including confirmation of bank account details, employer's references and previous landlord's references where possible. Any prospective tenant must provide two forms of identification inclusive of picture identification. We also seek to ensure the applicant has or is residing at the address provided.
- We will visit your property after the first month and then every three months ensuring your property is being maintained in accordance with the Tenancy Agreement.
- Provide a free 4you Lettings Tenant hand book covering all the essential elements connected to achieving a successful Managing Agent/Tenant relationship
- We will give you guidance that as a Landlord you are meeting your obligations in relation to Gas and Electrical certification to help you to comply with all current legislation.
- Provide free advice and help on general landlords legal obligations.
- Registering your tenants deposit free, with an approved Government Tenancy Deposit scheme.
- Administer all maintenance and repairs up to £100.00 without the requirement to involve the landlord.
- Carry out tenancy "check outs" including checking the property inventory and condition including dilapidations when required. Checking the property is left as it was let to the tenant and recording all meter readings.

### Rent Collection

- i Arranging payment of rent from the tenant to our Client account.
- ii Forward rent after deductions for maintenance and fees to the Landlords designated bank account.
- iii Submit to the Landlord a monthly statement of the rental income received and expenditure.

**Our fees for this service are 50% of the first months rent plus VAT and 10% of the monthly income Plus VAT.**

## Gold

- In addition to the services listed for the Bronze and Silver services 4you Lettings also offer:
- Full FREE access to our unique 4you Lettings Interactive accountability service. This service enables you to view each property file you hold allowing you to review the current up to date status of your property. Provides a Twenty Four hour detailed account in relation to the status of your property. You no longer need to waste valuable time chasing up the status of your property.
- We shall visit your property within the first month and then every three months throughout the tenancy.
- “4you Guaranteed” rent payment guaranteed the day its due. We will pay your rent even when the tenant does not until vacant possession is achieved. (Terms and conditions apply)
- Carry out a Free accurate and detailed 4you Lettings Inventory. This report can and will help minimize disputes at the beginning and end of the tenancy
- As a Gold member at 4you Lettings you are automatically upgraded to our free “Law Club Member” in association with Anderson Partnership specialists in acting for Landlords only. (Ask at your local office for further details).

**Our fees for this very special service are 75% of the first months rent and 13% of the total monthly income.**

## C Statutory Obligations/ Legal Proceedings

The Landlord warrants to the Agent that all furniture and fittings in the property conforms to with the Fire & Furnishings (Fire)(Safety)(Amendment) Regulations 1993, the Gas Safety (Installation & Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994, The Plug & Socket etc. (Safety) Regulations 1994 and all other relevant legislation either current or in the future as applies to the letting of residential property.

It is your responsibility to appoint Solicitors to act for you at your expense if legal action is needed to collect rent or to obtain possession of the property unless you have paid for or we have offered to include legal fees indemnity insurance.

## D Termination

Either party may terminate this agreement by providing, in writing, at least 28 days notice providing that this notice expires no sooner than the last day of the current term of the Tenancy.

Where the Agency Agreement is terminated prior to the end of the current term of the Tenancy, the Landlord shall be liable to pay the Agent an amount equal to the fee as described in section B until the current Tenancy would have otherwise ended.

## E Liability of the Agent

4you Lettings Limited holds current Employers Liability and Public Liability Insurance. Certificates are held at the registered office.

4you Lettings reserves the right to add 15% service charge to any repair and maintenance accounts where it is believed the time spent managing such repairs and maintenance is more than would be reasonable expected when managing a property. Some suppliers of furniture or services may offer 4you Lettings Ltd commission payments. We reserve the right to accept such payments and if requested by the Landlord in writing we will disclose fully any payments received as commission for any of that Landlords properties.

## F Repairs & Statutory Obligations

The Landlord agrees to allow 4you Lettings Limited to retain £100.00 from the first months rent which will be held in a client account to be used in the event of any repairs that may be required during the term of the Tenancy. Repairs of more than £100.00 shall be referred to the Landlord for approval.

The Landlord gives 4you Lettings Ltd authority to instruct on the Landlords behalf, and tradesman required and to carry out any work to conform to the terms of the tenancy agreement.

The landlord will be required to remit further funds should the £100.00 retention be insufficient. Any balance within this fund at the termination of the Agency Agreement, this amount shall be re-paid to the Landlord.

## G Tenancy Deposit Scheme & The Alternative Dispute Resolution

Following new legislation regarding the holding of Tenant's deposits which came into effect on 6th April 2007, the Agent shall send the Tenant's deposit to be held deposit to be held in accordance with the rules of the scheme. Further details can be found on their website at [www.depositprotection.com](http://www.depositprotection.com)

We will arrange to have the deposit returned to the tenant at the end of the tenancy minus any deductions required under the terms of the Tenancy Agreement for any full management service. On a let only agreement it is the Landlords responsibility to arrange the return of the deposit.

## H Client Identification

Under the provisions of the Proceeds of Crime Act 2002, 4you Lettings Limited requires the Landlord to provide them with a copy of their passport. In the case of joint landlords, a copy of each landlords identification will be required prior to the signing of the Agency Agreement.

The Landlord must keep us informed of your address of if you go abroad.

## **I Client Account**

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Monies held on behalf of the Landlord shall be held in a separate Client Account.

The Landlord agrees that no interest is to be paid to him on monies held in the client account.

If we are collecting your rent, we will forward the rent to you promptly, but we will not be liable for any loss that may occur for any delay in you receiving the rent.

## **J Data Protection**

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All information held by 4you Lettings Limited about Landlords, Tenants, prospective Tenants and Occupiers is kept confidential and in accordance with Data Protection Act.

4you Lettings Ltd is registered with the Information Commissioners office under number: Z1029321

## **K Value Added Tax (VAT)**

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All fees quoted exclude VAT which will be added at the current rate. The Landlord also agrees to pay any further taxes set by the government in the future.

## **L Arbitration**

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It is agreed that in the event of a dispute arising out of this agreement between the Landlord and the Agent not being satisfactorily resolved, either party may appoint a sole arbitrator to be agreed between the Landlord and the Agent.

## **M Changes to Terms & Conditions**

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4you Lettings Limited reserve the right to amend or alter the contents of these Terms & Conditions. Notice of any changes will be sent to you within 28 days. A current copy of the Terms and Conditions will be made available upon request.

No amendment of these Terms & Conditions shall be valid without the approval of a Director of 4you Lettings Limited. Any amendments must be agreed in writing and signed as approved by a Director of 4you Lettings Limited prior to the commencement of the Agency Agreement being signed.

## **N General Information**

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No fees are due until the property is let.

All fees are deducted from the rent received.

The minimum rental period is 6 calendar months.

The appointment of 4you Lettings Ltd for any service involving management of a property is for a minimum of 6 months.

This agreement is on a sole agency basis and 4you Lettings Ltd is appointed by the Landlord strictly and only on this basis.

## **O Landlords Obligations**

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It is the Landlords responsibility to insure the building which must also include public liability cover. We strongly also recommend the Landlord insures the contents provided to the tenant.

The Landlord gives authority to 4you Lettings Ltd to sign tenancy agreements, condition reports and inventories on behalf of the Landlord.

The Landlord indemnifies 4you Lettings Ltd against all charges incurred in the management of the property.

The Landlord must have permission to let the property and have received any consents from lenders or any other person or company whose consent is required.

The Landlord authorises 4you Lettings that in the event of an emergency call out to your property to authorise works in excess of the £100.00 agreed to be undertaken without further authority from the Landlord.

Smoke detectors must be fitted on all floors or as directed by a fire officer of officer from the local council.

## **P 4you Lettings Obligations**

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We will send you the rent less any deductions for our fees and any expenditure we incurred regarding the property.

We will send you a statement of rents collected and any expenditure incurred.

We will deduct income tax from the rent received if you are classed as an overseas resident for tax purposes unless we receive an Inland revenues exemption certificate.

4you lettings will perform the services with reasonable professional skill and diligence.

When required to do so by the owner, 4you Lettings Ltd will produce to them receipts and any other evidence of the expenses paid and all VAT invoices and allow the Landlord at all reasonable times to inspect and take copies of all things material to the provision of the service.

## **Q Ending the Agreement**

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We may end the agreement by giving you 7 days notice in writing if we consider you are in breach of any statutory regulations relating to the property.

The agreement will end on the expiry of any letting we have arranged: or, if the letting is renewed, the agreement will end when the renewed tenancy expires.

You or we may end the agreement by giving at least 28 days written notice to the other. If you give us notice to end the agreement, you must pay us all the money you owe us up to the date the tenancy agreement ends. We reserve the right to charge any fees due to us under the agreement up to the expiry of any letting to a tenant we have introduced.

If before the agreement ends you enter into an agreement to renew a tenancy or to let to someone we have introduced you must pay us the applicable fee as set out in our current scale of fees.

We reserve the right to retain any rent until we are satisfied that no expenses are payable by the Landlord to 4you Lettings Ltd.



The lettings agency with a **fresh** approach



4you Lettings Limited  
201 Eccles Old Road, Salford, Manchester, M6 8HA. Tel: 0161 707 4745. Fax: 0161 707 8813.  
Email: [info@4youlettings.co.uk](mailto:info@4youlettings.co.uk) [www.4youlettings.co.uk](http://www.4youlettings.co.uk)