**Terms & Conditions**

**Fully Managed Service**

Landlord Name(s):

Property Address:

Suggested Rental Income:

Initial Tenancy Term is a minimum of 6 months

Fee: % of each month’s rental income + VAT

Marketing Fee : + VAT

1. **Marketing**

We will market the property to inform suitable applicants about the availability of your premises. We will do this by erecting a “To Let” sign if appropriate, advertising on the internet, newspaper advertising and local media.

1. **Application**

We will negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

1. **Tenancy Agreement**

Our service includes the preparation of a standard Tenancy Agreement , which in most cases, is an Assured Shorthold Tenancy. It is agreed that the Agent may sign the Agreement on behalf of the Landlord.

1. **Rent**

Unless otherwise agreed, the rent quoted to a Tenant on behalf of the Landlord will be exclusive of the following outgoings: gas, electricity, telephone, Council Tax, water rates and fuel oil.

The rent will be forwarded to the Agent from the Tenant by Standing Order or received by cash or cheque.

Rent is due on the date the tenancy commences (unless otherwise agreed) . We will release funds within a minimum of 3 days, maximum of 7 days, subject to clearance. We advise you that your mortgage payment date may need to be changed to 7 days after the rent due date.

If the rent payment is not received promptly, we will endeavour to contact the Tenant and request payment of any sums owing. We will also take action in your name to recover rent arrears by serving the appropriate notices, requesting payment, to their home address. If these notices do not have the desired effect, the Landlord will be advised (if appropriate) to take legal action to recover the arrears or seek possession of the property. This will be the Landlord’s responsibility and entirely at their own cost. Should a Tenant cease payment, please note that fees are still payable.

Although the aim is to take every care in letting and/or managing the property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by the Tenant(s) or any associated legal costs incurred in their collection.

AD Letting Services are entitled to any interest on rent before this is paid to the Landlord.

1. **Repairs and Replacements**

In an emergency, or where we feel that the Tenant may be in danger as a result of a defect in any part of the property – or on any of the Landlord’s fixtures and fittings – or if the Landlord would be legally liable for any such defect and any death or injury it may cause, AD Letting Services reserve the right to spend whatever amount is necessary to rectify the defect immediately. The Landlord agrees to reimburse AD Letting Services for all such emergency expenditure, whether authorised or not. If Landlords have a preferred contractor, who is not already used by AD Letting Services, we will not accept responsibility for any public liability if we instruct on the Landlord’s behalf. We must stress that we have, in our files, the Gas Safe Register documentation of all those dealing with gas.

1. **Gas Safety Certificate Renewal\***

If AD Letting Services are not in receipt of a valid Gas Safety Certificate 7 days before the renewal date, we will commission one on your behalf and you agree to meet all the costs of this.

1. **Visits & Defects**

AD Letting Services will normally visit the property at regular intervals. These visits are of a limited nature, in order to verify the general good order of the premises and the proper conduct of the tenancy by the Tenant. A visit will not constitute a complete check of every part of – or every item – in the premises, but will enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

1. **Inventory & Condition Report**

The inventory is used to assess dilapidations at the end of the tenancy, thus the importance of a good inventory cannot be stressed enough. Although it is not a legal requirement to complete an inventory, the Government wants to see the continued use of inventories as standard good practice to reduce the potential of a dispute at the end of a tenancy. If AD Letting Services are not in receipt of an adequate inventory, the Agent cannot and will not be involved in any dispute relating to the bond. In our experience, if the case for fire / dilapidations is referred to the Tenancy Dispute Service without a detailed inventory, the bond is likely to be refunded to the tenants in full.

AD Letting Services can supply a professionally prepared inventory, carried out by an external company, not associated with AD Letting Services and can automatically instruct if an inventory is not in our possession within 4 days of an agreed moving in date. This is in place to protect your best interests and the cost of which will be confirmed at the time of instruction. The inventory must be updated by the Landlord or a professional inventory clerk each time a new Tenant takes possession of the property to protect you, should you wish to deduct any amount from the bond.

1. **Inventory Check**

AD Letting Services will use the inventory supplied by the Landlord to carry out an inventory check at the beginning of each tenancy. This ensure the Tenant is happy with the contents of the inventory which can, in turn, be used during the check out. A professional inventory / condition report can be commissioned on your behalf – please speak to a member of our team if this is required. We recommend a thorough and detailed inventory to ensure your protection, should you wish to deduct monies for dilapidations at the end of the Tenancy.

**10 Deposit**

When an adequate inventory is in use, a deposit of at least one month’s rent will be collected from the Tenant by AD Letting Services (unless specified otherwise by the Landlord) before the signing of the Tenancy Agreement. The deposit will be held by AD Letting Services as “Stakeholder” and this will then be held within the AD Letting Services designated Client Account until the termination of the tenancy. AD Letting Services are entitled to retain any interest accrued on deposits held. At the end of the tenancy, if both parties agree, the deposit will be distributed. If an amicable agreement is not met, the amount in dispute will be forwarded by AD Letting Services to The Dispute Service Limited for resolution.

1. **Check-Out Procedure**

AD Letting Services will carry out the check-out of the tenant at the end of the tenancy on your behalf. We would, however, strongly advise that you or your appointed representative attend also since any comments concerning the check-out will not be taken into consideration after this point. Failure to attend the check-out would result in AD Letting Services’ decision becoming final. This is to ensure that AD Letting Services adhere to the guidelines set out by The Dispute Service. If there is a dispute, the matter will be forwarded to The Dispute Service.

I have read, considered and agree to the above mentioned Fully Managed Terms & Conditions.

**\* Notice Relating to Gas**

I, ……………………………………………., confirm that there is / is not gas at the aforementioned property. (Please delete as appropriate).

Signed by Landlord(s)

1. ………………………………………………………………………… (Date) …………………………………..
2. ……………………………………………………………………….. (Date) …………………………………..