



## TERMS OF BUSINESS & SUMMARY OF SERVICES AND FEES IN THE LET ONLY / LETTING & RENT PROCESSING / LETTING & MANAGEMENT OF RESIDENTIAL PROPERTIES BY 3KEYS LIMITED.

Subject to your confirmation of instructions in the letting of the property we will:-

### FOR LET ONLY PROPERTIES

1. Market your property in an effort to secure suitable potential tenants; Including advertising nationally on rightmove.co.uk, 3Keysproperty.co.uk, 3Keys window display, Doncaster Free Press and erecting a 'To Let' board at the property (no warranty can be given as to the suitability of a prospective tenant)
  2. Seek comprehensive and satisfactory references alongside a credit check. Subject to satisfactory replies to our enquiries, we will agree a tenancy.
  3. Negotiate and agree with your approval the terms of the letting;
  4. Provide advice on legal aspects of letting, tax implications, the correct form of tenancy, rent expectation and the preparation required for the property to let;
  5. Prepare the appropriate Tenancy Agreement;
  6. Prepare an Inventory and Statement of Condition as required (at a cost as outlined in our fees section) and agree this with the Tenant;
  7. Advise the tenant to transfer utilities and establish the Council Tax; these are the responsibility of the tenant although where possible we will record meter reading at check-ins / check-outs.
  8. Advise on tax liability - non-resident landlord.
- \*If it is your intention to reside abroad during the period in which your property is let, i.e. you become a non-resident in the UK for tax purposes, we as your agent are required to deduct basic rate tax from any income received, unless provided with an exemption certificate from the Inland Revenue. It is the Landlord's responsibility to contact the Inland Revenue and to provide the agent with a copy of any such documents.
9. Collect and process the first month's rent.
  10. Collect the security bond (for let only this will be passed on to the landlord and will remain their responsibility to protect in line with current legislation).
  11. Check the tenant in to the property against the inventory, obtain signatures on the tenancy agreement.

### FOR LET & RENT PROCESS PROPERTIES

All of the above and...

12. Accept and hold a Tenant's bond against damage and repairs (minimum of one month's rent). Register and protect the tenant's deposit under the TDSL (MyDeposits) scheme, ensuring it is protected for the duration of the tenancy in line with current legislation. The landlord responsible for meeting costs involved.
13. Receive rents and account to you on a monthly basis (usually some 5-7 days after the rent due day) subject to receipt, and transfer the rent to a UK bank account by BACS payment;
14. Prepare a monthly statement of account, showing monies received, any deductions and balance paid for your records

### FOR LET & MANAGED PROPERTIES

All of the above, and....

15. Be the first point of contact for the tenants for the duration of the tenancy;
16. Make authorised payments from your account where necessary;
17. Receive reports from tenants with regard to maintenance and repairs for which you are responsible (only for those within our authority limit) and instruct tradesmen to effect such maintenance and repairs. (Our duties in this respect are subject to being made aware of any problem arising);
18. Confirm that maintenance and repair tasks are completed satisfactorily (the agent will not be responsible for the standard of workmanship), verify tradesmen's invoices and make payment on your behalf from rental income received to a maximum of £150.00;

*Note: Should a maintenance or repair task exceed your authorised amount of £150.00 we shall need to seek your instructions unless an emergency situation occurs. In the event of an emergency however, we undertake to have carried out all precautions necessary to safeguard your property with the resultant expenses incurred deemed to be with your authority and on your behalf;*

19. Make quarterly inspections of the property and advise you of any necessary information including where any maintenance or repair consideration which in our opinion should be brought to your attention. Such inspections

however, should not be regarded as anything more than a check to ensure that the tenants are observing the conditions of the agreement, and that in all respects the property appears to be well cared for by the tenant;

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20. When a tenant leaves your property carry out an assessment concerning damage and/or repairs, and advise you of such deductions that are necessary from the tenant's deposit in order to compensate you for such damage and repairs (fair wear and tear has to be taken into account);

21. Ask your tenant for evidence that all utilities have been paid after departure;

22. Seek a new tenant where applicable in order to ensure continuity of occupancy prior to your return to take up residency. Where the property remains unoccupied between letting periods it must be distinctly understood that our management does not include supervision on the property, although in normal circumstances, where we are conducting viewing appointments, periodic visits may be made;

23. Where there is evidence of a breach of the tenancy agreement by a tenant or occupier, take all necessary steps to resolve the breach insofar as we are able and legally entitled and report to you on such an event on the progress being made to resolve the problem;

But, it is not within our mandate or management fee structure to undertake to:-

1. Undertake to obtain estimates, quotations or any other costings for major structural or remedial works necessary to maintain the property in a good state of repair over and above the accredited limit as specified from time to time other than for an additional fee payable (see miscellaneous fees), whether or not they are carried out.

2. Authorise any repairs above £150.00 without the prior written authority of the landlord (except in an emergency) or supervise alterations or additions to the property, or check that tradesmen have done so to a particular standard, nor discharge any accounts unless there are sufficient funds from rental income to discharge such accounts.

3. Discharge any accounts over and above £150.00 or when tradesmen receive instructions direct from the landlord, without the prior written authority of the landlord provided that there are sufficient funds from rental income to discharge such accounts.

4. Under any circumstances be allowed to pay over rent proceeds unless cleared funds are available;

5. Not be responsible for any action taken by any lender or mortgagor or any other person having a legal charge on the property against either the owner or the tenant;

6. Undertake to supervise the property in between tenancies unless instructed by the landlord to carry out specific tasks, for which a reasonable expenses will become payable and invoiced to the landlord accordingly;

7. Intervene in any dispute between landlord and tenant concerning contents of the property or its condition thereof contained within the inventory after a property is vacated (our power in this respect is limited to advising you of your rights but we are not legally permitted to make any ruling as to how the deposit should be apportioned on vacation by the tenant);

8. Serve a Section 21 Notice to terminate the tenancy unless specifically instructed to do so by the landlord; you will need to let us know well before the end of the fixed term if you want us to serve this Notice on the tenant to end the tenancy. The tenant is entitled to have served upon him the Notice at least two months in advance; failure to do so means the tenancy will not end at the end of the fixed term. After the end of the fixed term the same notice period applies but it can only and at the end of a rental period so you might have to wait a little longer than two months. If the tenant fails to vacate when the Notice expires then you will have to obtain a court order to obtain possession.

## Quick reference summary of services

	Let Only	Let & Rent Process	Let & Manage	Additional Fee
Initial Market Appraisal	Y	Y	Y	
Preparation of marketing materials	Y	Y	Y	
Arranging EPC	Y	Y	Y	Y
Marketing of property	Y	Y	Y	
Accompanied viewings of property	Y	Y	Y	
Taking up references on tenants & guarantor	Y	Y	Y	
Negotiation of terms of tenancy agreement	Y	Y	Y	
Obtaining signatures on the tenancy agreement	Y	Y	Y	
Arranging preparation of Inventory	Y	Y	Y	Y
Checking Inventory with in-going tenants	Y	Y	Y	
Taking and holding deposit		Y	Y	
Registering deposit in line with government legislation		Y	Y	Y
Arranging gas safety check		Y	Y	Y
Advising tenants on transfer of utilities		Y	Y	
Periodic inspection visits			Y	
Receiving and processing monthly rent		Y	Y	
Preparing account statements		Y	Y	
Serving notice to quit			Y	
Checking tenants out against inventory			Y	
Preparing a schedule of dilapidations			Y	
Organising repairs / cleaning			Y	

Additional services are available with each of the packages, but will be chargeable. For example, if you opted for the Let Only service but resided out of the area and required 3Keys to perform a check-out at the end of the tenancy and collect your keys from the tenants, we would charge an hourly rate of £25 per hour.

Please ask for a quotation for any additional services you require.

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4 Wilkinson Avenue, Rossington, Doncaster, DN11 0AJ

Company No. 06841492, VAT Registration No. 948 2143 14



# 3KeysProperty

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## LANDLORD'S OBLIGATIONS

It is the responsibility of the Landlord to:

- Provide 3Keys Residential Lettings & Property Management with proof of identification of the owner/prospective landlord as required under the Money Laundering Regulations 2007.
- Notify the lender (if there is a mortgage on the property) of your intention to let and obtain written confirmation from them (we ask landlords to provide a copy of this to be retained on file) otherwise you will be considered in breach of your mortgage deed;
- Provide the agent with written instructions (by letter or e-mail), promptly, upon request by the agent;
- Fully compensate and indemnify the agent against all fees, losses, & expenses reasonably incurred;
- Inform the Inland Revenue in writing that the property is let; to comply with the statutory obligation to declare the taxable income.
- Pay the agent directly, or to allow him to deduct from rental income any accountancy fees which relate to the landlord's tax affairs
- Comply with current safety regulations covering soft furnishings, gas appliances and equipment, electric appliances & equipment, and to have safety checks carried out as required by legislation or recommended by the agent (the agent will instruct a suitably qualified gas engineer to carry out the necessary gas safety check if there is not a Landlord's Gas Safety Certificate available and charged accordingly as invoiced by the engineer);
- Comply with the requirements of the Tenancy Deposit Scheme to protect the tenant's deposit within a recognised scheme;
- Provide an Energy Performance Certificate prior to the property being marketed, for which you will be required to pay 3Keys Residential Lettings & Property Management the appropriate charge in advance if you wish us to arrange this for you, otherwise you will need to provide us with a copy to retain on file.
- Instruct a suitable solicitor or firm of lawyers should a tenant remain in the property after having been served with a Notice of Possession to effect repossession of the property, and to pay the agent for any further work carried out on behalf of the landlord when instructed by him which is not within the bounds of the normal landlord and agency terms.

## FEES:

On finding a tenant who is acceptable to you, or who you have given us authority to accept on your behalf, and who enters into a contract to rent, our fees shall be as follows:

	Let Only	Let & Rent Process	Let & Manage
Initial Fee	£295	£245	£225
Rental PCM			
Upto £400	-	£35	£40
£400 - £550	-	£40	£45
£550 or over	-	£45	£50

Any specific advertising requested in newspapers, journals, periodicals etc will be charged to you, but otherwise advertising is included within our fees. All fees are payable in advance and deducted from the monthly rental received.

a) On a change of occupants (re-letting of the property) the above fees will apply, however the initial introductory fee will be reduced to £200.00.

b) Where a tenant remains in occupation and a new tenancy agreement is drawn up, there shall be a fee of £65.00.

c) The cost of having a full inventory of the property varies between £75.00 and £135.00

• £75.00 - £95.00 for 2 bedroom properties

• £95.00 - £115.00 for 3 bedroom properties

• £115.00 - £135.00 for 4 bedroom+ properties.

The fee chargeable is dependent upon size and content.

d) The agent reserves the right to increase fees by giving to the Landlord a minimum of one month's written notice during the term of a tenancy, or prior to the re-letting of a property on a change of tenant without a statutory prior notice period but allowing the Landlord to terminate the contract at the end of the previous tenancy

## MISCELLANEOUS FEES:

Tenancy Deposit Protection £30.00 this is per deposit protected. It is a legal requirement of the landlord to protect their tenant's deposit. This fee will be deducted from monies collected at the check-in.

If any major remedial work is necessary a charge will be made if we are asked to obtain specific estimates, or to periodically check progress and account to the landlord in respect of such works. This will be costed at £25.00 per hour pro-rata. (On no account will the agent supervise any workmen during the carrying out of repairs or alterations to the property as this is not within our jurisdiction, but will advise the landlord if they consider they should be aware of any problems).

If the property is withdrawn for any reason prior to a let taking place, the Landlord will incur advertising charges of £15.00 per week for each week the property is advertised, up to a maximum of £90.00 per property.

**PLEASE BE AWARE ALL FEES LISTED ARE PLUS VAT.**

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## CANCELLATION OF AGENCY

We agree that instructions to the agent will continue in perpetuity, but this contract may be terminated at anytime by either party by giving the other a minimum of two months written notice of such termination. Any fees owing to the agent by the landlord on termination of agency will be deducted immediately from rental income or the landlord will be invoiced if there are insufficient funds to meet these.

It is also agreed that the agent will be entitled to all fees up to and including the end of any tenancy in force at the time of cancellation of agency by the landlord, even if it extends beyond the fixed term of the tenancy whilst the tenant at the time of cancellation remains in occupation.

The agent reserves the right to cancel the contract without notice if the actions of the landlord cause continued frustration and limits the letting agents' ability to carry out their role.

## Agency Agreement for Let Only / Let & Rent Process / Let & Managed Properties

### STATEMENT

\*I/We confirm that \*I/We agree to the above Terms & Conditions and hereby authorise 3Keys Limited to act on \*my/our behalf in the Letting / Letting & Rent Processing / Letting & Management of the undermentioned property as sole agent during the agreed letting period. \*I/We expressly authorise 3Keys Limited to sign tenancy agreements on \*my/our behalf and will not hold the agent responsible for any discrepancies. To collect rents where due on \*my/our behalf and to take all necessary actions on \*my/our behalf in the maintenance of the subject property. \*I/We agree to pay by deduction from rental income, the Management and Miscellaneous fees (where appropriate) as set out in the attached Terms & Conditions of which \*I/We will retain a copy, and to compensate and reimburse 3Keys Limited for all costs incurred on \*my/our behalf. \*I/We confirm that \*I am/ we are the \*sole/[joint owner[s] of the property known as:-

(\* Please delete where necessary)

ADDRESS OF PROPERTY TO BE LET:

POST CODE:

OWNERS NAME(S):


LANDLORD(S) CONTACT DETAILS:

POST CODE:

CONTACT TELEPHONE NUMBER(S):

HOME		MOBILE	
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EMAIL ADDRESS:

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IF OWNER RESIDENT ABROAD:  
ADDRESS


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# 3KeysProperty

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CONTACT TELEPHONE NUMBER:  
(INC DIALING CODE)

EMAIL ADDRESS:

UK CONTACT DETAILS:

NAME:

ADDRESS:

POST CODE:

NAME OF LENDER:  
(IF APPLICABLE)

ACCOUNT NUMBER OR REFERENCE:

ADDRESS:

POST CODE:

TELEPHONE NUMBER:  
(INC DIALING CODE)

SUPPLIERS

ELECTRICITY SUPPLIER:

ADDRESS:

POST CODE:

REFERENCE NUMBER:

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SUPPLIERS (continued)

GAS SUPPLIER:

ADDRESS:

POST CODE:

REFERENCE NUMBER:

WATER UTILITY COMPANY:

ADDRESS:

POST CODE:

REFERENCE NUMBER:

LOCATION OF WATER STOP COCK:

BUILDINGS INSURANCE COMPANY:

ADDRESS:

POST CODE:

POLICY NUMBER:

IF YOU USE A BROKER:

NAME:

ADDRESS:

POST CODE:

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# 3KeysProperty

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**BANK DETAILS FOR RENTAL PAYMENT(S):**

NAME(S) OF ACCOUNT

BANK SORT CODE:

 -  - 

ACCOUNT NO:

**SERVICE LEVEL REQUIRED (PLEASE TICK)**

LET ONLY

LET & RENT PROCESS

LET & MANAGE

Please tick if you require 3Keys to arrange any or all of the following

EPC

GAS CHECK

INVENTORY

The landlord[s] is/are strongly advised to raise any queries with the 3Keys Residential Lettings & Property Management before signing this Terms of Business; you might also wish to consult your solicitor, Citizen's Advice Bureau or another person beforehand. By signing this document you are agreeing to its terms and conditions.

SIGNED

FULL NAME OF OWNER (PRINT)

SIGNED

FULL NAME OF OWNER (PRINT)

(Please note that all owners or joint owners must sign; if more than two owners please add below or overleaf).

DATE

**COUNTER SIGNED FOR 3KEYS LIMITED**

SIGNED

FULL NAME (PRINT)

DATE

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