



Lettings

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LANDLORD'S TERMS & CONDITIONS (PLEASE READ CAREFULLY)

TENANT FIND SERVICE

This service includes:

Advertising for tenants – including erecting a board, unless otherwise stated

Accompanied viewings

Interviewing of tenants and taking up their references via Homelet Referencing Agency

Arranging an Assured Shorthold Tenancy Agreement (if applicable) and collecting the first months rent and a deposit totalling six weeks rent, unless otherwise stated. The rent will then be passed onto the Landlord after deducting our charges.

Please be aware that after 5th April 2007, Kendall Harper will only be able to forward the deposit to the Landlord upon receipt of evidence a government approved scheme is in place to hold the deposit until the end of the Tenancy. Please see our Landlord's Information Pack for further information.

The fee charged for this service is 50% of one months rent + VAT OR £385 + VAT, whichever greater.

FULL MANAGEMENT

This service includes all of the above, except that the deposit will be held by the Deposit Protection Scheme. *The charges payable for our Tenant Find Only service do not apply to our managed service.*

An added benefit as one of our Fully Managed Landlords is that you will receive six months free Rent Guarantee insurance via Homelet, subject to tenant status. Please see our Landlord Information Pack for further details.

Kendall Harper would be responsible for the day to day management of your property, including but not limited to; handling of all maintenance issues, a property inspection after the first month of occupancy followed by three- monthly management visits, any arrears issues and general queries. These services are not subject to any additional charges.

The fee charged for our full management service is 10% (+VAT) per calendar month.

Please be aware that upon renewal of a Tenancy an administration fee is charged of £50 + VAT. This would apply if the tenancy is renewed for a fixed term, or on a periodic (month by month) contract, and would be deducted from the rent.

We do not charge a set-up fee, but request that you allow Kendall Harper to appoint an inventory clerk at the commencement of a Tenancy. They will carry out a full inventory and check-in, and at the expiry of a Tenancy Agreement they will conduct a check out. Details of these costs can be forwarded to you at your request and are dependant on the size of your property and whether or not it is rented on a furnished basis.

For multi-Landlords (Landlords owning two or more properties), Kendall Harper will be happy to reduce our fees from our standard rate of 10% (+VAT) to 8% (+ VAT) per calendar month

KENDALL HARPER AGREES TO (FULL MANAGEMENT SERVICE ONLY):

- Prepare, where appropriate, an Assured Shorthold Tenancy Agreement
- To collect from the tenant(s) and hold in the government approved Deposit Protection Scheme, on the landlord's behalf a deposit equivalent to six weeks rent, unless otherwise stated.
- Arrange the check-in/check-outs between the tenants and the inventory clerk, and arrange for all parties to sign in agreement to the Tenancy
- Arrange for contractors to attend to any minor repairs and maintenance works provided the Landlord's consent is given, and deduct any monies due to the contractor from rent.
- In the event of the property requiring emergency repairs or maintenance works, if the Landlord is unobtainable, and providing Kendall Harper has made efforts to contact the Landlord, we will arrange for emergency repairs to take place. The contractor will be paid upon completion and the monies will be deducted from rent.
- Inspect the property one month after the Tenancy has commenced, and every three months thereafter.
- Whenever possible, and on our recommendation, negotiate a rental increase with tenants (we would not recommend that the rent is increased until the same tenants have been resident in a property for twelve months).
- Renew the tenants Tenancy Agreement when required following agreement from both the Landlord and the Tenant as to whether a fixed term is required or a periodic Tenancy. A fee is chargeable to the Landlord of £50 + VAT.
- In accepting these terms the Client gives permission to Kendall Harper to deduct our management fees directly from the rent every month. Our Fully Managed Service is subject to VAT.
- Kendall Harper agrees with the Landlord that we will endeavour to retrieve any monies outstanding in respect of rent arrears, however it is important that it is made clear to the client that our service does not extend to taking legal action to recover any sums due OR for the possession of the property.
- To organise where appropriate a Gas Safety Certificate and deduct the cost of this from the rent, unless otherwise instructed in writing
- To give the client a minimum of one months notice in writing if Kendall Harper wishes to terminate this Agreement.

THE LANDLORD AGREES TO (TENANT FIND AND FULL MANAGEMENT SERVICES):

- Allow a representative of Kendall Harper to sign all Tenancy Agreements with the tenant(s), legal notices served on the tenant (where applicable) and inventories on behalf of the Landlord.
- The Landlord agrees to reimburse Kendall Harper all expenses properly incurred by Kendall Harper in connection with their property, including but not limited to arranging for keys to be cut and paying for any emergency repairs/maintenance
- The Landlord agrees to fully reimburse to Kendall Harper Lettings the costs incurred on referencing the tenant(s), if the Landlord decides not to proceed with a rental where references have already been applied for through Homelet.
- It is understood by the Client that Kendall Harper cannot accept any responsibility for unpaid amounts due from the tenants.
- The client confirms that they are the joint or sole owner of the property and have their mortgage lender and insurance providers consent to let the property. The client also confirms that this is permitted in their head lease or under the terms of their mortgage.
- In the event that a sale of the property is negotiated between Landlord and tenant it would be considered that the introduction has been made by Kendall Harper. In these circumstances commission will be payable to Kendall Harper at the rate of 1.5% of the purchase price, plus VAT at the current rate.
- The Landlord confirms they understand these Terms & Conditions are subject to a minimum term of six months, effective from the date of the first Tenancy Agreement arranged for their property (MANAGED ONLY). After this time the client understands they must give Kendall Harper a minimum of one months notice in writing, if the Landlord wishes to terminate this Agreement.
- The Landlord understands that Kendall Harper will not enquire into prospective tenant's sexual orientation, religious beliefs, disability or race, as it would be unlawful for them to do so.

LANDLORD(S)/CLIENT(S):

WE REQUIRE THE TENANT FIND SERVICE / FULL MANAGEMENT SERVICE

SIGNED DATE.....
FULL NAME

SIGNED DATE.....
FULL NAME

SIGNED ON BEHALF OF KENDALL HARPER, 129 GLOUCESTER ROAD, BISHOPSTON, BRISTOL, BS7 8AX

.....DATE.....
FULL NAME

HOMELET RENT GUARANTEE – FULL MANAGEMENT ONLY

In support of our service for vetting prospective tenants' financial covenant and general credit worthiness, if it turns out that a tenant falls into rent arrears for whatever reason, the Agent guarantees the payment of certain limited rent for landlords and will procure that this rent is paid for the account of the landlord.

Our commitment to you is that in the event that within [6 or 12] months of the start of the tenancy being the date upon which the tenancy agreement is stated to commence and provided that the date is within 60 days of the effective date of the reference certificate, there is any default in payments of the tenants referenced share of the monthly rent or part thereof, we will pay monthly, in arrears:

- Up to a maximum of [amount tenant referenced for] per calendar month
- Up to a maximum of [4 or 5] payments (the first months rental being collected with the deposit and excluding the first month of arrears), or until vacant possession has been gained, whichever is the soonest.

Payments will be made subject any deductions agreed in the agency agreement. Deductions will also be made for any outstanding charges due from the landlord.

In the event of payments being made under this Warranty, all rights of the landlord to recover such sums shall be, and by signing the agency agreement are authorised to be, subrogated to the Agent in order to effect recovery of sums paid (in the name of the landlord if necessary or expedient). Recovery of rents paid out shall be at the discretion of the Agent.

This Warranty is part of the service standard for our vetting service and you will receive immediate and automatic protection with the vetting service at no extra charge.

Read and understood by the Landlord (s)

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Date