

Acceptance of Terms & Conditions & Instruction to Let

(Please fill out in full and tick in the appropriate boxes)

I/We confirm that we are the beneficial owner(s) or alternatively have the authority from the beneficial owner(s) to let out.

The Property known as:

.....

 Post Code.....

My/Our correspondence address will be;

.....

 Post Code.....

For tax purposes

I/We certify that I/We am/are resident in the UK

I/We certify that I/We am non resident in the UK

I/we confirm I/we have read and understood and agree to accept the Terms & Conditions and I/we instruct Housesimple.co.uk to act on my/our behalf for the purpose of letting my/our property.

The service I/we wish to undertake and the charges above that I/we agree to are;

Fee Options		
Tenant finding:	£95 (+VAT)	<input type="checkbox"/>
Management:	£39/month (+VAT)	<input type="checkbox"/>
Anytime 'Open house' viewing (1 credit):	£35 (+VAT)	<input type="checkbox"/>
Anytime 'Open house' viewings bundle (4 credits):	£120 (+VAT)	<input type="checkbox"/>

HOUSESIMPLE LETTINGS TERMS & CONDITIONS

1 DEFINITIONS

1.1 "You' or "The Landlord' - named in the instruction form or its/his/her successors in title or assigns or any person claiming through or under the Landlord.

1.2 "The Agent" – referring to the partnership trading as Housesimple.co.uk

1.3 "The Property' - together with fixtures furniture appliances and effects

1.4 "The Tenant' - Any tenant or tenants of the Property' introduced by Housesimple.co.uk

1.5 "Tenancy' - the entire period that the Tenant remains in occupation of the Property

1.6 "Commission" – the commission or remuneration payable by the Landlord in consideration of the Services provided by Housesimple in accordance with clauses 2,3,4 and Schedule A below

2 GENERAL LETTINGS TERMS AND INFORMATION

2.1 The Rent

Unless otherwise stated, rents quoted to a Tenant by us on the Landlords' behalf are inclusive of Ground Rent and Service Charge for which the Landlord is responsible for, with the exception of Gas, Electricity, the Telephone service, Water charges and utilities for fuel, oil or other, where independent systems exist. Any rent requested on your behalf will not include Council Tax, a charge normally levied separately to the occupants of the Property but in some cases Local Authorities may wish to charge you the Landlord.

2.2 Tenancy Agreement

Unless otherwise instructed we use our standard form of Tenancy Agreement. Landlords instructing their own Solicitors to prepare an Agreement will be responsible for their Solicitors fees.

2.3 Sub-Letting

If you are a tenant or lessee you must make certain that i) That the intended unfurnished/furnished letting is permitted by your lease ii) That the unfurnished/furnished tenancy is for a period expiring prior to the termination of your lease iii) That your superior Landlord's written permission, if necessary, has been obtained for sub-letting. If in doubt, refer to the lease or tenancy agreement.

2.4 Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to sub-let (if required) in writing, at the earliest date, Please note that applying for permission after a tenant has been found could prejudice the tenancy.

2.5 Insurance

You must ensure that the building and contents insurance cover is adequate and that the policy covers furnished lettings; please note that many household policies do not provide such cover.

2.6 Fittings and Equipment

The Landlord agrees to make the Property available in good, clean, safe and able to let condition. The Landlord is expected to ensure that all equipment, electrical or otherwise, provided with the property is fully operational and serviced at the commencement of a Tenancy.

2.7 Purchases by Tenant

In the event that the Tenant, or any person or company associated with the Tenant, or any person introduced by Housesimple to the property, purchases the property during or within six months of the end of any tenancy (having previously or subsequently entered into a tenancy agreement, or not) the Landlord will pay £1,295 commission to Housesimple, payable upon completion plus VAT.

2.8 Third Party Introductions

Where a third party, being a person or body corporate, associated with a Tenant or occupant entering into a subsequent Tenancy without there existing any intervening Tenancy, commission shall be payable to us at the commencement of the Tenancy.

2.9 Instructions to Solicitors

You will be informed of any rent arrears or breaches of the Tenancy brought to our attention. However, if legal action is required, you will be responsible for instructing your own Solicitor and for all fees involved.

Please Initial:Please Date:/...../.....

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2.10 Indemnity of Agent

The Landlord will indemnify and keep indemnified the Agent from and against any and all losses, damage or liability suffered from during the time the Agent has or is acting on his/her behalf.

2.11 Inventories

It is strongly advised in all cases for a prepared inventory. The Landlord is responsible for the cost of the creation and checking in of the inventory with the Tenants at the beginning of a tenancy and these costs will be deducted against the Landlord's initial rental balance payment. The tenant is responsible for the check out of the inventory at the end of the tenancy, and this cost will be deducted against the Tenant deposit. We can, if required, instruct independent Inventory Clerks to act on your behalf, whilst care will be taken in giving your instructions to Inventory Clerks we cannot accept liability for any error or omission on their part, since they are not in our employ. The charges for the production of the inventory and the check-in fee vary dependant on size of the Property and whether it is let furnished or unfurnished. Quotations supplied on request.

2.12 Deposit

When providing the fully managed service, upon signing the Tenancy Agreement, Housesimple.co.uk will collect a dilapidations deposit from the Tenant(s) in addition to any rents due. Unless instructed otherwise, this will be calculated as one and a half times the monthly rent. Housesimple.co.uk will register the deposit with the Deposit Protection Service.

2.13 Minimum Charge

Upfront fee of £59 + vat for the introduction of a tenant will be due in advance by the Landlord to Housesimple.

2.14 Marketing time

The agreed marketing time for a landlords property will be a maximum of 6 months unless otherwise agreed with Housesimple.co.uk.

2.15 Variations

Instructions are only accepted by Housesimple upon these Terms and Conditions, any variations must be agreed in writing by Housesimple. Payment of the Upfront fee of £59 + vat with or without a signed contract signifies agreement to these terms

3 REGULATIONS

3.1 Gas Safety (Installation and Use) Regulations 1998

The Landlord is legally obliged to have all gas appliances inspected annually by a GAS SAFE registered engineer and a report provided to the Tenant and/or displayed at the Property. The Landlord will warrant to Housesimple.co.uk that these regulations have and will continue to be fully complied with.

3.2 The Furniture and Furnishings (Fire) (Safety) Regulations 1998

The Landlord has a legal obligation to ensure that all furniture in the property to be let and included in the letting, provided or added during the Tenancy fully comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it including in particular the Furniture (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and 1993.

Please Initial: Please Date:/...../.....

HOUSESIMPLE LETTINGS TERMS & CONDITIONS

3.3 The Electrical Equipment (Safety) Regulations 1994

The Landlord is required to ensure the safety of electrical appliances, plugs sockets and wiring in the Property and the electrical supply is "safe" and will not cause "danger" and complies with all statutory requirements.

3.4 The Taxes Act 1988 and the Taxation of Income from the Land (Non Residents) Regulations 1995

You are responsible for notifying the Inland Revenue of the tenancy, if the Landlord of the property resides abroad, the Inland Revenue will hold us, as your Agents, responsible for the payment of any Tax liability which arises on rents collected by us on your behalf, unless an Approval Certificate is provided by the Inland Revenue pursuant to the Finance Act 1995. Accordingly if the landlord is resident abroad it will be necessary for us to deduct monies at the appropriate rate and hold such an amount until either an Approval Certificate has been received or until these monies are forwarded to the Inland Revenue which we are now obliged to do on quarterly basis. In this event we will not be liable for any refunds and you will have to liaise directly with the Inspector of Taxes directly. If the landlord at present lives within the UK but subsequently moves abroad, it will be necessary for us to commence this deduction from the time the Landlord leaves this country.

3.5 Landlord and Tenant Act 1987

If your address is outside England and Wales, then We must provide an address within England and Wales to which notices (including Notices in proceedings), may be served to you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of Housesimple.co.uk. Although we will use our best endeavours to forward any notices to you, we will not accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

3.6 Property Mis-description Act 1991

It is the Landlord(s) responsibility to check the website description of his/her property and notify Housesimple of any amendments required. The Landlord(s) shall indemnify Housesimple, its proprietors, directors, employees or agents, against any claim made in respect of the property or any mis-description herein that arise wholly or partially out of the act or default of the Landlord(s).

3.7 Tenancy Deposit Scheme

The Tenancy Deposit Scheme came into force on the 6th April 2007. You need to protect the Tenant's deposit or you will be ordered to repay three times the amount to the tenant. We are part of the Deposit Protection Service and can hold the deposit on your behalf free of charge.

3.8 Energy Performance Certificates

From October 2008, privately renting Tenants will have to be issued with an EPC from their Landlords. But don't despair we already have energy assessors lined up to do the assessments as they take the pictures of the properties - like they are currently doing for all our sales properties! The cost of the EPC is £95.00 + VAT.

3.9 Deposit Protection

When providing the Fully Managed service, Housesimple.co.uk will register your tenants deposit with the Deposit Protection Service. The Agent will owe a duty of care to both the Landlord and the Tenant to see that the deposit is paid out correctly after an inventory check-out report has been assessed. In the event of disputed dilapidations between the Landlord and Tenant either party may inform the relevant tenancy deposit scheme of the dispute.

Landlord 1 signature
Print name
Date

(If applicable)
Landlord 2 signature
Print name
Date