



Randalls
PROPERTY AGENTS

Randalls Property Agents Ltd

Letting Terms & Conditions

Property Address:	
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Client:	
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Landlords Address:	
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1. I, *~insert landlords name here~*, confirm that I am the legal owner of the property listed below:

Property address

2. I confirm that I have sought permission from my mortgage lender, freeholder and residents association to let out the above property.
3. **INSURANCE** - I confirm that I have informed the relevant insurance companies of my intention to let and evidence can be provided confirming adequate insurance cover for the property. Please note that many household policies do not automatically provide such cover.
In the event of any insurance claim having to be made, Randalls Property Agents will not undertake any legalities as this is wholly the responsibility of the Landlord. Randalls Property Agents will also not undertake any unlawful claims at any time.
4. I confirm that my property complies with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989 & 1993)
5. I confirm that my property complies with the Gas Safety (Installation and Use) Regulations 1998 (as amended) if no such certificate is available prior to the commencement of the tenancy, I hereby agree that Randalls Property Agents shall, at your expense, arrange for the statutory safety check to be carried out and remedial work performed.
6. I confirm that my property complies with the Electrical Equipment (Safety) Regulations 1994 and a current EPC.
7. I confirm that my property complies with the Part P Building Regulations (1st January 2005) (Electrical Safety in Dwellings)



8. I confirm that I have statutory responsibility's for the upkeep of the property pursuant to Section 11 of the Landlord and Tenant Act 1985 (LTA). My responsibilities under the LTA are to keep in good order and repair the structure of the property, top keep in good repair the appliances for supply of gas, electricity and water. To keep in repair the appliances for supply of space heating and water heating; and to keep in repair the sanitary appliances
9. I confirm that I will advise the Agent whether or not I will be a resident Landlord overseas and confirm arrangements relating to the Finance Act 1995.
10. I understand that Randalls Property Agents will notify me of all my obligations in relation to the above Act's.
11. I confirm that I will pay all agents fees as detailed with these Terms & Conditions.
12. **NOTICE** -I agree that should I no longer require Randalls Property Agents to manage my property that I will serve one month's written notice. If this is prior to the end of the initial tenancy term **Randalls Property Agents reserve the right to charge 2 months commission + VAT and any additional costs incurred.**
12. **CONTRACTOR** - In the event of the Landlord instructing a contractor, who is unable to collect keys from the office or give an estimated time of arrival rather than a confirmed, Randalls Property Agents, We will attend the property on your behalf and charge **a waiting fee of £48.00 inclusive of VAT (£40+VAT) per hour or part thereof.**
13. **MAIL** - It is not part of Randalls Property Agents service to forward you mail. Therefore, no responsibility can be taken for your mail and it is recommended that it be redirected by Royal Mail.
13. **CONTACT INFORMATION** - I confirm that I will advise Randalls Property Agents should any of my personal details change at any time, including address, surname or telephone number. I warrant that all the information you have provided to us is correct to the best of your knowledge and belief.



14. **DEPOSIT** - Randalls Property Agents will, on your instructions, for fully managed properties only, register the Deposit under the Government Bound Scheme, The DPS. It will be up to you as the landlord to agree to the return, or not (full or part), of the Deposit at the end of the tenancy. Randalls Property Agents holds the right to pass the deposit back to the Landlord in regard to any difficult cases to action the case themselves. Randalls Property Agents will not be responsible for arbitration or mediation in respect of any dispute, but where the Deposit is protected under the DPS we will make available to the Independent Case Examiner any such information which they request which may enable a resolution to the dispute.
15. **EMERGENCY** - I hereby give Randalls Property Agents authorisation to proceed with any **emergency** repairs to my property without my prior consent to the value of £300.00
16. **PROPERTY SALE** – In the event that during a tenancy the tenant or someone of similar nature expresses a wish to purchase the property, Randalls will charge a fee in accordance with our sales charges which are as follows:

A fee equivalent to 0.5% of the selling price (to a minimum of £1500.00) will be applicable at the point at which contracts are exchanged (including any part of the price attributable to contents(such as curtains, carpets and any other fixtures and fittings) where their sale is agreed by the agent or parties are introduced by the agent. **The aforementioned fee of 0.5% (or £1500.00) will be subject to VAT** on top at the prevailing rate.
17. **ACCEPTANCE** – If for any reason you continue to conduct your business through Randalls property agents without returning our terms and conditions signed and completed, you the landlord will accept this agreement by default after 14 days from its receipt or on acceptance of your rent less our fees.
18. **COOLING OFF** - **You are entitled to the statutory 14 day cooling off period after agreeing to these terms and conditions,** if you do decide to cancel this agreement please notify Randalls at the earliest opportunity in writing.
19. **Randalls Property Agents reserve the right to terminate the contract between yourself and them at any time with 48 hours' notice in the event of, any verbal, physical or mental abuse from either the Landlord or their tenant.**



20. An EPC will be required in order to market the property and if required Randalls can instruct an EPC on your behalf at a cost of **£72 inclusive of VAT (£60 + vat)**

I hereby agree to all the Terms & Conditions above and understand that Randalls Property Agents will provide me with the service detailed in the attached Service Sheet for a **fee of 12% inclusive of VAT which is representative of 10%+VAT.**

I allow / do not allow a To Let Board to be erected.

Signed

Owner

Print / Date

Accepted on behalf of Randalls
Property Agents

Agent

Randalls Property Agents are a member of The Property Ombudsman



www.tpos..co.uk