



Nye & Co

RESIDENTIAL SALES & LETTINGS

I/We acknowledge that **Nye & Co** have provided me with information relating to my/our obligations as Landlord(s) with particular reference to:-

- Electrical Equipment (Safety) Regulations 1994
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Furniture & Furnishings (Fire) (Safety) (Amended) Regulations 1988
- Gas Safety (Installation and Use) Regulations 1998
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Plugs and Sockets etc (Safety) Regulations 1994
- Low Voltage Electrical Equipment (Safety) Regulations 1989

I/We acknowledge that I/We will be responsible for obtaining permission to let the property from my/our mortgage lender and/or lessor.

I/We will notify my/our insurance company of my/our intention to let and will obtain and maintain cover and such additional cover as may be necessary.

I/We acknowledge that we have read and fully understood these terms and conditions of business and are happy to instruct **Nye & Co** accordingly.

Signed by Sole Legal Owner/Joint Legal Owners/Power of Attorney for legal owner (delete as appropriate)

NAME SIGNATURE

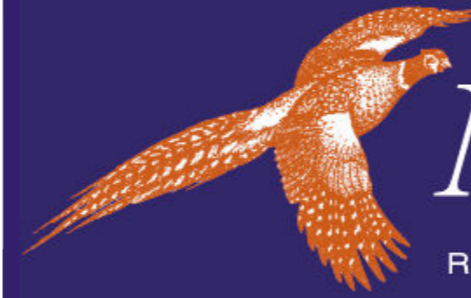
NAME SIGNATURE

DATE

Nye & Co Estate Agents
114 High Street
Hungerford
Berkshire RG17 0LU

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F: 01488 686080
Email: sales@nyeandco.co.uk
lettings@nyeandco.co.uk

www.nyeandco.co.uk



Nye & Co

RESIDENTIAL SALES & LETTINGS

RESIDENTIAL LETTINGS SCALE OF FEES AND CHARGES

LET ONLY

Letting Fee:	First months rent plus VAT.
Set up costs:	Administration & tenancy agreement £100.00 plus VAT. Inventory and schedule of condition from £120.00 plus VAT. Lodge of Deposit to protection scheme £25.00 plus VAT.

*Signed.....Date.....

LET AND FULL MANAGEMENT

Letting & Management	10% of the gross monthly rent plus VAT.
Set up costs:	Administration & tenancy agreement £100.00 plus VAT. Inventory and schedule of condition from £120.00 plus VAT. Lodge of Deposit to protection scheme £25.00 plus VAT.

*Signed.....Date.....

***Please sign against the service option required.**
(Please note that the inventory/schedule of condition costs are dependant on the size and furnished/unfurnished condition of each property.)

Viewing Strictly By Appointment:

Nye & Co Estate Agents
114 High Street
Hungerford RG17 0LU

T: 01488 683334

www.nyeandco.co.uk



RESIDENTIAL LETTINGS TERMS & CONDITIONS OF BUSINESS

This document sets out the terms and conditions under which **Nye & Co Estate Agents** will act for clients as agents in the letting and management of residential property **and must be signed in conjunction with scale of fees and charges. Marketing will not commence until these forms are received duly signed.**

The services we provide are:

LETTING ONLY- We will:

1. Visit the property and advise upon rents, furnishing and related matters.
2. Promote the property as necessary through our prominent High Street location and on the internet using Rightmove, On The Market and our Nye & Co website.
3. Arrange appointments to view.
4. Introduce a tenant having verified the applicants details and references (this does not provide any warranty).
5. To negotiate with potential tenants the terms of the tenancy agreement (where any specialist or custom terms are agreed it may be the responsibility of the landlord to bear the cost of drafting the agreement).
6. Arrange an inventory and schedule of condition.
7. Advise ingoing tenant(s) of the procedure for registering the appropriate services into tenant(s) name for the tenancy period.
8. Collect one months rent in advance, together with a deposit of five weeks rent, in respect of dilapidations and non-performance of the tenant(s) tenancy obligations.
9. Where we are required to hold the deposit we will do as stakeholder.
10. After deductions of fees forward the balance of monies, inventory and signed tenancy agreement to the landlord.
11. Erect a "To Let" marketing board and a "Let By" marketing board when let.
12. Arrange a check out at the end of the tenancy (payable by the Landlord).

FULL MANAGEMENT SERVICE- We will:

1. Perform all the " Letting Only " service in addition to which Nye & Co will arrange to receive the rent from the tenant(s) and forward it to the landlord on a monthly basis.
2. Following collection of the rent, paid into Nye & Co Hungerford Client Call Account held at Lloyds TSB Newbury Branch, payment will be made to the landlord once cleared and the rent is due. Payment of net rental receipts will be sent directly to the nominated Bank or Building Society Account. Any interest will be kept by the agent to offset costs of running the account. Deposits will be kept, paid into Nye & Co HFD Ltd—Clients Deposits held at Lloyds TSB Newbury Branch.
3. Provide you with a statement of monthly rental income, deductions made and pay the balance to you once the funds have cleared.
4. Take all reasonable steps to demand the rent, but we will not be responsible for issuing proceedings for the recovery of rent on your behalf.
5. To carry out quarterly inspections of the property, we can increase or decrease the frequency of these at our discretion.
6. Arrange a check out of the property (payable by the Landlord) on termination of the tenancy and send a copy of the report to the landlord. The deposit in full or part will only be returned to the tenant(s) once agreement has been reached concerning any dilapidations or outstanding obligations.
- 7.

LANDLORDS RESPONSIBILITIES

1. To obtain consent to let from the mortgagee/freeholder.
2. To advise the insurers of the building and contents of his/her intentions to let and to ensure that the subject property is kept fully insured.
3. To give notice to the agents of his/her intention to repossess the property. This notice will be in writing and should be given in sufficient time for the correct termination notices to be served.
4. To undertake any maintenance, renewal and repair required under obligations imposed on a landlord of residential property under section 11 of the Landlord and Tenant Act 1985 or as set out in the tenancy agreement within a maximum of ten days of being notified.
5. To fully comply with the Furniture and Furnishings (Fire) (Safety) (Amended) Regulations 1988, Gas Safety (Installation & Use) Regulations 1998, The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc (Safety) Regulations 1994 and the Low Voltage Electrical Equipment (Safety) Regulations 1989. Other regulations or amendments that may apply during the period of any tenancy referred to within this agreement. We are happy to discuss these with you and organise relevant safety checks on your behalf.
6. The landlord undertakes to ratify whatever the agents shall properly and lawfully do by virtue of this agreement and to indemnify them against all costs and expenses reasonably incurred by them.
7. The landlord will allow the tenant(s) to have quiet enjoyment of the property for as long as the tenant(s) is lawfully entitled to have quiet enjoyment and the landlord will not do anything which is likely to be in contravention of the Race Relations Act 1976 or the Sex Discrimination Act 1975 (or any statutory modifications or re-enactment thereof for the time being in force) and their codes of practice.
8. To inform Inland Revenue that you are renting the property and you are liable for tax on rental income. Overseas landlords are responsible for obtaining a tax approval number. In the absence of an approval number we are legally obliged to deduct tax.

GENERAL TERMS :

1. The agents reserve the right to vary fees or amend, add or delete any of these terms and conditions by giving three months written notice to the landlord.
2. Interest accruing on the funds held by the agents before transfer to the landlord will be retained by the agents.
3. The agents will act as "stakeholder" in respect of the deposits paid by the tenant(s) against dilapidations and damage.
4. The landlord appoints and authorizes the agent to act for the landlord in the landlords name and on its behalf in carrying out the management of the property and signing any agreements on their behalf (copy of all agreements to be given to landlord).
5. Upon the signing of this agreement the landlord has authorized Nye & Co to act as sole agents.
6. If the property is under management, the landlord authorizes the agent to organize repairs/maintenance work on any one item up to the value of £150.00 without prior consent: the agent will normally notify the landlord before commencing work. In the event of an unforeseen emergency where contact with the landlord is not possible, the agents are authorized to organize work to a higher value to deal effectively with the emergency. In the event, the costs of work will be recovered from current rental income or funded by the landlord if necessary.
7. Each of the parties warrants that he/they has/have the ability to enter into this agreement and the landlord warrants that, he/they has/have obtained all necessary consents of any person having an interest in the property.
8. If the landlord withdraws the property after **Nye & Co** has successfully found a prospective tenants(s) who has passed the referencing process an administration charge of £150.00 plus VAT will be payable by the landlord.
9. If at anytime during **Nye & Co** management of the property they are instructed by the landlord to undertake management of improvements such as re-decorating, re-carpeting, new appliances, curtains etc **Nye & Co** will charge a administration charge for liaising with contractors of 10% plus VAT of the total project cost (at the discretion of the directors).
11. The tenancy shall include any extension or renewal whether by way of agreement or periodic.
12. If you wish to complain we operate a complaints handling procedure which is available upon request.

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 only apply to these Terms and Conditions (contract) when signed off-premises (not in the business of the trader) by a Consumer in the presence of a **Nye & Co Estate Agents** employee. Where these regulations apply you have fourteen days to cancel this contract. If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, including by email, a Cancellation Notice to **Nye & Co, 114 High Street, Hungerford, RG17 0LU**. If you send the Cancellation Notice by post then we recommend that you send it by recorded delivery. Cancellation will be deemed to have been served as soon as it is posted, therefore we may require proof of posting to be provided. If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

PURCHASE BY A PARTY INTRODUCED BY NYE & CO

In the event of a party, introduced by **Nye & Co** (or any person, or body corporate associated with that party), subsequent to purchasing the premises, whether before or after entering into a Tenancy Agreement, commission should be payable to us upon completion of the sale at a rate of 2% of the sale price, including fixtures and fittings, plus VAT at the prevailing rate.

CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)

These regulations are the result of the EU requirements that all companies treat "consumers" fairly. Consumers are sellers, buyers, landlords, tenants and all applicants for whatever service. At the centre of the CPR is a requirement that all companies must be transparent in their dealings with consumers and provide information to consumers that a competent professional might reasonably be expected to provide about the product so that an average informed consumer can make an informed economic decision. In this context a product includes our services and a property we offer on behalf of client consumers.

LEGAL PROCEEDING

1. The Agent may at the Landlords expense start and proceed in the name of the Landlord with any legal action which the agent considers appropriate, including the appointment of solicitors and Counsel to ensure the proper performance of the Management Services and the enforcement of the Tenant(s) obligations under the Tenancy Agreement and to determine the Tenancy Agreement and secure vacant possession of the property and the Landlord will supply such Management Information as is reasonably required to do so and will, if required by the agent to do so, assign to the Agent all rights of action against the Tenant(s) in respect of and arising out of any breach of the terms of the Tenancy Agreement.
2. If as a result of any breach of the Landlords obligations the tenant withholds any payment due under the Tenancy Agreement then the Landlord shall indemnify the Agents from and against all such liability and the Agent shall have no further liability.
3. Before commencing defence or setting any legal action relating to the property or any Tenancy Agreement the Agent will give not less than ten working days notice to the Landlord (except in an emergency in which case no such notice shall be necessary) and if within that notice period the Landlord notifies the Agent that it does not consider the course of action proposed by the Agent appropriate the Agent will not take the action contemplated but the Landlord shall indemnify the Agent from and against any losses occasioned as a result of the Agents in ability to take the action proposed.

AGENT REMUNERATION

Nye & Co may retain their fees and charges of all monies coming into their hands, including that of the deposit, that they have collected from the tenant as Agent of the Landlord.