

**ADDRESS OF PROPERTY TO BE LET:**

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I/We confirm that we are the owners of the above property and confirm that I/we are able to enter into this agreement.

I/we instruct Robert Bell & Company to manage the letting (as Page 9).

I/We authorise Robert Bell & Company to act on my/our behalf and sign the Tenancy Agreement and other documents on my/our behalf.

I/We require a pre-tenancy condition report.

I/We instruct Robert Bell & Company to arrange for a Landlord's Gas Safety Report.

I/We instruct Robert Bell & Company to arrange for an Electrical Safety Report.

I/We instruct Robert Bell & Company to check carbon monoxide & smoke alarms (£45 plus V.A.T.)

I/We require monthly accounting at 11½% plus VAT.

I/We require quarterly accounting at 10% plus VAT.

I/We instruct Robert Bell & Company to carry out inspections during the tenancy.

I/We instruct Robert Bell & Company to arrange an Energy Performance Certificate (EPC). (This must be ticked unless you provide us with an EPC.)

I/We instruct Robert Bell & Company to erect a 'TO LET' sign.

I/We instruct Robert Bell & Company to provide a **Lettings Service Only**

*(Tick as appropriate)*

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*(All joint owners must sign)*

***Robert Bell & Company will not commence marketing your property unless in receipt of this signed form.***

***PLEASE NOTE:***

***You should inform us if you are classed as an overseas resident and we will supply you with the relevant Inland Revenue forms which you will need to complete.***

**DETAILS OF PROPERTY TO BE LET:**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Full Name/s of  
Owner/s** \_\_\_\_\_  
\_\_\_\_\_

**Correspondence  
Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Tel No: (Home)** \_\_\_\_\_

**(Work)** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Email** \_\_\_\_\_

**Bank/Building Society Details:**

**Name of Bank/Building  
Society** \_\_\_\_\_

**Address** \_\_\_\_\_

**Sort Code:** \_\_\_\_\_ **Account**  
**No:** \_\_\_\_\_

**Name of  
Account** \_\_\_\_\_

**DETAIL OF SERVICES TO THE PROPERTY**

Electricity:                                   \*Yes   \*No  
  Supplier \_\_\_\_\_

Gas   \*Yes   \*No  
  Supplier \_\_\_\_\_

Oil   \*Yes   \*No  
  Supplier \_\_\_\_\_

Telephone Line                               \*Yes   \*No  
  Supplier \_\_\_\_\_

Broadband                                   \*Yes   \*No

Sky   \*Yes   \*No

(\*Delete as appropriate)

Alarm   \*Yes   \*No    CODE:.....

**Please identify the location of the following:**

Mains water tap and  
meter \_\_\_\_\_  
Fuse  
Box \_\_\_\_\_  
Gas  
Meter \_\_\_\_\_  
Security  
System \_\_\_\_\_

**Please list any preferred tradesmen with contact details:**

Plumber \_\_\_\_\_  
Electrician \_\_\_\_\_  
Others \_\_\_\_\_  
\_\_\_\_\_

**Please confirm the following:**

Council Tax  
Band \_\_\_\_\_

Dustbin Collection  
Day \_\_\_\_\_

Parking Restriction \_\_\_\_\_

## LANDLORD INSURANCE INFORMATION

<b>BUILDINGS COVER ONLY</b>						
<b>Landlord Name</b>						
<b>Property Address</b>						
<b>Name of Insurance Provider</b>						
<b>Policy Number</b>						
<b>Sum Assured</b>						
<b>Policy Renewal Date</b>						
<b>Special Policy Conditions?</b>						
<ul style="list-style-type: none"> <li>- Regular Inspections Required?</li> <li>- Electrical Safety Certificates?</li> <li>- Restrictions when property unoccupied?</li> <li>- Any others?</li> </ul>						
<b>Does your policy cover accidental or malicious damage by the tenant?</b>	YES		NO		UNSURE	

<b>CONTENTS COVER ONLY</b>						
<b>Do you have contents cover in force?</b>	YES		NO		UNSURE	
<b>If so, please give the name of the Insurance Provider.</b>						
<b>Policy Number</b>						
<b>Sum Assured</b>						
<b>Policy Renewal Date</b>						
<b>Special Policy Conditions?</b>						
<ul style="list-style-type: none"> <li>- As above</li> </ul>						
<b>Does this policy cover accidental or malicious damage by the tenant?</b>	YES		NO		UNSURE	

<b>Do you have any Legal Expenses Cover on this property?</b>	YES		NO		UNSURE	
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*We would like to thank you for taking the time to complete this information. Please return this to our office so that we may update our records accordingly or alternatively, you can fax this back to us on 01507 524444.*

## TERMS OF ENGAGEMENT

These terms set out the agreement between you the Landlord(s) and we as Robert Bell and Company. We offer both a “Lettings Only” service and a “Lettings and Management” service. Some of the terms below apply equally to both services, whilst some only apply to the Lettings and Management service. Any legal action taken by or against Robert Bell & Company Limited will take place under the English legal system.

Before we can provide you with our Lettings Only or Lettings and Management services there are certain actions which you as owner must take.

### **You must:**

- Obtain your lenders and/or leasor’s agreement to the tenancy and inform us of any special conditions they attach to their agreement.
- New Landlord(s) need to provide a copy of their Passport or Birth Certificate and Photo Card Driving Licence.
- Inform your insurance company that your property is to be let. Ensure that your buildings and/or contents insurance cover remains adequate and operative.
- Inform us what contents you will leave in the property during the tenancy and remove items not intended to be included in the tenancy. There must be a full inventory and/or schedule of condition of the property contents which are to stay in the property. If you wish, we will arrange for this inventory and/or schedule of condition on your behalf. We must have the inventory and or schedule of condition before the tenancy begins so that it may be agreed with the tenant.
- State any preference for a particular type of tenant e.g. professional couple, family, non-smokers etc. **Note:** we cannot accept instructions from a landlord who specifies a type of tenant which appears to discriminate against a particular sector of society.
- Provide us with a correspondence address, you must inform us if you are going to live or work abroad.
- Supply at least two full sets of keys. If you can only give us one set of keys, we may need to have another set cut at your expense.
- Ensure that the property is left clean and in good decorative order so that it is available for immediate occupation.
- Leave instructions for appliances at property.
- Provide a current Gas/Electrical Safety Certificate prior to letting. Robert Bell & Company to be supplied with a copy if the Landlord arranges this, themselves. Failure to supply a copy (+ annual repeat copies for Gas Safety) could lead to Robert Bell & Company having to arrange an inspection at your expense.

- It is a legal requirement to provide an Energy Performance Certificate prior to marketing a property to rent. This can be arranged for you by Robert Bell & Company.
- Robert Bell & Company reserve the right to charge an introduction fee should a rental property be sold to the tenants introduced by Robert Bell & Company.
- Agree that Robert Bell & Company can share your contact information with their Insurers & Utility Companies.
- Robert Bell & Company will keep where appropriate a minimum retention of £100 per property against expenses.

### **OUR SERVICE:**

- Advise you on what rent you can expect to receive.
- Advise you on the preparation of your property for the rental market.
- Advise you how we will advertise and market your property.
- Erect a 'TO LET' board (unless you specify otherwise).
- Advise you on your responsibilities in respect of Gas/Electrical Safety, Furniture and Furnishings Safety.
- Undertake accompanied viewings for all prospective tenants.
- Arrange necessary carbon monoxide and fire alarms (installed at your expense)
- Interview, reference through Homelet and find suitable applicants. **Note:** although we make reasonable enquiries to ensure the tenant is suitable, we cannot guarantee this.
- Arrange the necessary checks and records on a tenant(s) immigration status.
- Prepare and arrange for the completion of our standard tenancy agreement and any other documents which are necessary.
- Arrange for the drawing up of the inventory and/or schedule of condition. (if necessary).
- Advise you on how to ensure that the tenant takes over responsibility for payment of the council tax and utilities at the property.
- Collect the first months rent and deposit\* from the tenant and move them into the property. We will take initial meter readings.
- Submit an itemised initial statement of income and our costs as soon as possible after the tenancy starts.

- Carry out a final inspection at the end of the tenancy.
- If a suitable tenant has been found for a property and an application has been processed and for any reason the Landlord decides to withdraw, a withdrawal fee of £50 + VAT will be applied. If Robert Bell & Company is instructed to sell the property the withdrawal fee may be waived.
- Where Robert Bell & Company have NOT been instructed to arrange Gas and Electrical Safety Inspections, the client is responsible for arranging. The rest of the tenancy is then left in your hands and the tenant will have been given your contact details in case of any problems, repairs or queries etc.
- Robert Bell & Company account strictly in accordance with the rigorous regulations of The Royal Institution of Chartered Surveyors. Robert Bell & Company Client Accounts are held at the HSBC 25 High Street, Horncastle, LN9 5HR and are not interest bearing.
- Robert Bell & Company are Chartered Surveyors and as such are members of the professional organisation holding the highest respect in their field. We do not anticipate you will have any need to complain as Robert Bell & Company seek to provide a first class service and high quality advice to all clients. If, however you are not satisfied with anything we do for you, we have a complaints handling procedure which can be referred to you by any member of staff.
- If we are instructed by you to hold the deposit, we shall do so as stakeholder\* (being entitled to any interest accrued during the tenancy) under the terms of the Tenancy Deposit Scheme. We are members of the Tenancy Deposit Scheme (hereinafter the TDS) which is administered by: The Dispute Service Ltd. PO Box 541, Amersham, Bucks. HP6 6ZR. Phone: 0845 226 7837. e mail [deposits@tds.gb.com](mailto:deposits@tds.gb.com) Fax. 01494 431 123
- If you the Landlord decide to hold the Deposit yourself, we, the Agent will transfer it to you within 5 days of receiving it. You the Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 25 days if the Tenancy is an Assured Shorthold Tenancy. If you the Landlord fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with a custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We the Agent have no liability for any loss suffered if you fail to comply.

**At the end of the tenancy covered by the Tenancy Deposit Scheme:**

- If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- If after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made at that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the
- Tenant over the allocation of the Deposit it will be submitted to ICE for adjudication. All parties agree to co-operate with any adjudication.
- When the amount in dispute is over £5,000 the Landlord and Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made to the arbitrator.
- The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected.
- It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
- If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.



- We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute. the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all the losses suffered.

**If you are a member of an alternative scheme please complete below, otherwise we will automatically hold the deposit as above.**

I/we are members of

..... Deposit  
Protection Scheme and agree to provide full details of our membership plus associated paperwork to provide to tenants.

Signed.....

Date.....

- \*Stakeholder is defined as an independent party with whom money is deposited*
- \*Deposit is defined as a returnable sum held as security for the due performance of the Tenant(s) of his obligations under the Tenancy Agreement.*
- \*Agent is defined as an authorised representative of another party.*
- \*ICE is defined as an Independent Case Examiner.*
- \*Member is defined as an individual or company that has joined a Tenancy Deposit Scheme and agrees to abide by its rules.*

## **LETTING ONLY**

**FEE:** £300 + VAT + advertising for properties with rents up to £600 pcm

£400 + VAT + advertising for properties with rents exceeding 600 pcm  
Condition Report (min. charge £55 + VAT)

## **OTHER SERVICES AVAILABLE**

- Arrange Gas Safety Inspection (let only) £15 + VAT
- Arrange Electrical Inspection (let only) £15 + VAT
- Register Deposit with Tenancy Deposit Scheme £20 inc. VAT
- Issue of Notice Seeking Possession (let only) £25 + VAT
- Issue Notice of Rent Increase (let only) £25 + VAT
- Inspect the property during the tenancy £45 + VAT
  
- For arranging repairs (let only) £15 + VAT
- For supplying an Inventory Fee as charged by an independent inventory company.
- For arranging an Energy Performance Cert. (EPC) Fee as charged by Energy Assessor.
- To preparing paperwork for a case going to Deposit Dispute £75 + VAT
- To arrange testing for Legionnaires £15 + VAT

## **LETTINGS AND MANAGEMENT SERVICE**

In addition to the Lettings Only Service, we will provide the following Services where you ask us to manage the property during the tenancy:

- Collect rent and keep a regular check on payments.
- Inform you of any late payments and pursue the same.
- Account monthly or quarterly according to your instructions.
- Prepare and send you rent statements outlining income and expenditure. We will send the amount due to you, to your bank or building society. We will try to forward any monies due to you promptly; however, we will not be liable for any loss which may occur as a result of any delay in making payment to you.
- Account strictly in accordance with the rigorous regulations of The Royal Institution of Chartered Surveyors. Robert Bell & Company Client Accounts are held at HSBC, 25 High Street, Horncastle LN9 5HR and are not interest bearing. We may be obliged to declare your rental income to the Inland Revenue.
- Be responsible for the day to day running of your property, which may involve organising maintenance and minor repairs up to £100 without further instructions from the client. The cost of repairs is normally deducted from rental income.
- Administer insurance premiums and pay routine maintenance and service charges when necessary.
- Provide you with a Rent Guarantee Service at no additional charge for the initial 12 months of the tenancy.
- Organise Gas and Electrical Safety tests when necessary.
- Carry out a final inspection at the end of the tenancy, including recording of meter readings.
- Advise on rent increases when necessary.
- Advise on day to day management policy, rent reviews and where appropriate on Fair Rents.
- Issue of Notice Seeking Possession.
- Our management service does not include preparing specifications and supervising substantial repairs or alterations; giving court evidence where necessary; advice on rating or insurance claims, insurance valuations; arranging lettings or preparing agreements. A separate charge would be made as appropriate.
- Organise testing for Legionella where necessary.

## **LETTING AND MANAGEMENT**

**FEE** £250 + VAT + advertising +  
Condition Report (min. charge £55 + VAT)

**Monthly Accounting** 11½% + VAT

or

**Quarterly Accounting** 10% + VAT

## **OTHER SERVICES AVAILABLE**

- Periodic Inspections of the property during the tenancy £45 + VAT
- Review of gas/electrical, carbon monoxide & fire alarms £45 + VAT  
Cost of detectors/batteries
- Re-Letting Fee (for managed properties only) £175 + VAT + advertising
- For supplying an Inventory As charged by an independent  
inventory company.
- For supplying an Energy Performance Cert. (EPC) Fee as charged by Energy Assessor.

## **CORPORATE CLIENTS (3 OR MORE PROPERTIES AT ANY ONE TIME)**

- Reduced set up fee
- Monthly accounting at reduced rate