



Client Instructions

Property No: _____
Property Address: _____
Post Code: _____

Available from: _____ to: _____ Alarm Code Yes No
Rent to be quoted £ _____ pcm To let board Yes No
Minimum rent £ _____ pcm

VIEWING ARRANGEMENTS: *(e.g. Keys given to In House)*

SPECIAL REQUIREMENTS: *(e.g. tenancy agreement clauses, instructions)*

Local Authority _____ Council Tax Band _____ Current Amount PA £ _____
Is the property mortgaged Yes No (if yes you should obtain consent to let and advise us of the lenders name, address and account number below)

SERVICE REQUIRED: Introduction Service: Full Management Service:

ADDITIONAL DETAILS:

PROPERTY OWNERS DETAILS:

Owner(s) Full names _____
Address: _____
Post Code: _____
Telephone No (Day): _____ Telephone No (eve): _____
Mobile No: _____ Fax No: _____

DECLARATION

I instruct In House (Swindon) Ltd on a Sole Agency basis to let (and manage) my property according to the Service Requirements and Fee rates indicated above. I have read, understood and accept In House (Swindon) Ltd's Terms of Business.
I confirm that I am the owner of the property to be let (or that I am acting with the owners full legal authority).

Print name (s) _____
Signed _____ Date _____

MANAGED SERVICE

With over 15 years experience specialising in letting and managing property owner's homes, and investors properties, we recognise that landlords letting their own home have different requirements and concerns. The essential elements of the managed service reflect these differences.

Key Features

A comprehensive on-site meeting with you to:-

- Discuss your requirements
- Advise you about the current rental market
- Appraise your property's presentation
- Agree with you any improvement work
- Familiarise you with fire, furnishing, gas and electrical safety regulations
- Decide upon a marketing strategy

The process continues with marketing and property preparation

- Immediate listing on our website with photographs and with virtual tour if appropriate
- Circulating details to all companies and organisations on our extensive database
- Local Advertising as appropriate
- On going organisation and supervision of property preparation work; e.g. cutting extra keys

And then the setting up the tenancy

- Identification and interviewing of prospective tenants
- Viewing accompanied by our staff
- Negotiation of all tenancy details on your behalf
- Obtaining references, including credit checks if necessary
- Inventory preparation / updating
- Handing over keys and instructions to tenants
- Assisting with arrangements for annual gas safety check and ensuring that a current Gas safety Certificate is left in the property
- Finalising your account at month end
- Priority relisting of your property if the tenant does not extend the tenancy

Post Tenancy Service

- Automatic acceptance guaranteed onto the In House (Swindon) Ltd Norwich Union Block insurance policy.
- Transfer of utility accounts (gas, electricity, water; council tax) into the tenants name and settlement of your closing accounts (*please note that you must notify British Telecom of the telephone transfer*)
- Arranging any cleaning, or other maintenance essential for each letting; liaison with our Letting team about final preparation
- Checking in tenant by our staff (familiarisation with your property, its furniture, appliances and equipment)
- Payment from your rental account during the tenancy of regular outgoings which remain the landlord's responsibility (e.g. ground rent, service charges, maintenance contracts etc, as detailed by you in our Property Management Information Form)
- Our staff on 24 hour emergency call out service
- Thorough inspections focusing on your specific concerns, three times a year more often if necessary followed up by individual written reports or email
- Organisation and supervision of running repairs, subject to a previously agreed expenditure limit
- Monthly account statement via email wherever possible, and remittance of rent, net of our fees and of any maintenance costs and other outgoings
- Instruction as necessary and liaison with your professional advisors; e.g accountants, solicitors, tax advisors
- Instigation and administration of buildings and contents insurance claims where the In House (Swindon) Ltd Block Policy is in force
- Vacant property management between lets through frequent inspections
- Final inventory check, supervision of cleaning and repairs and refund of the tenants deposit after administering and over seeing cleaning, gardening, repairs and deductions for dilapidation etc.

Fees

- 12% of the rent collected plus
 - Setup costs (to include tenancy agreements & inventory preparation / update) - £175 +vat
 - Tenancy Extensions £75.00
- All fees are subject to VAT at the prevailing rate*

INTRODUCTION SERVICE

For the experienced Landlord who needs a specialist letting agents advice on the constantly changing market

Key Features

- This service incorporates all aspects of the Managed Service listed above, up to and NOT including the Post Tennancy Service section
- From this point on the rent collection, maintenance, inspections and other essential items listed under this service become the responsibility of the Landlord.

Fees

- 1 months rent is payable (this includes the Tenancy Agreement and Inventory preparation)
 - Tenancy Extensions £75.00
- All fees are subject to VAT at the prevailing rate*

Please note that we will not permit a tenancy to commence until we have received a copy of a current Gas Safety Certificate (where applicable) and your mortgages consent to let (where applicable)

Terms of Business

1. The Client warrants to IN HOUSE (SWINDON) LIMITED ("the Company") that he has the right to let the Property and that any consents or permissions required to enable the letting to take place have been obtained.
2. The fee for the services provided is set out in the Description of Services. All fees due to the Company and all charges, costs and expenses due or incurred by the Company in the provision of the Services for or on behalf of the Client will be deducted by the Company from the rent and other monies received by the Company on behalf of the Client.
3. The Company reserves the right to increase the fee subject to giving one month's notice to the Client although every endeavour will be made by the Company to give one quarter's notice of such an increase.
4. Any Services provided in excess of these agreed between the Company and the Client which are reasonably required will be charged to the Client at a minimum rate of £75 + VAT per hour.
5. In House will arrange for any repairs, renewals and refurbishment the Landlord may request, but shall in any event be authorised by the Landlord to immediately undertake repair and remedial work the cost of which shall not on any single occasion exceed £150.00 + VAT.
6. This clause applies only in the case where the Company is not the rent collecting agent; in the event of an extension of a Tenancy originally arranged by the Company, commission is payable by the client at the percentage rate originally charged on the total rent reserved for the remainder of the Tenancy extension PROVIDED ALWAYS that this clause shall apply whether or not the Tenancy extension is negotiated by the Company.
7. If the Client or the Client and his Tenant together terminate a Tenancy before the due date the Client shall remain liable for and continue to pay to the Company the fee originally agreed between the company and Client for the provision of the services until the contractual expiration of the Tenancy.
8. If a Tenant introduced by the Company purchases a Property of which he has had a Tenancy at any time during the 12 months prior to completion of the purchase then the Client owning that Property will pay to the Company an introductory commission of 1.5% plus VAT of the agreed sale price of the Property.
9. The Company shall invoice the Client for Services provided in the excess of those agreed or when no monies are to be recovered by the Company on behalf of the Client.
10. Any accounts not settled within 30 days of invoicing will be subject to an initial credit surcharge of £50 together with interest at the rate of 2% per month accruing on a daily basis.
11. The Client acknowledges that where he is deemed to be non-resident for UK tax purposes the Commissioners for the Inland Revenue will hold the Company responsible for the payment of the tax liability which arises on rents collected by the Company on the Client's behalf as defined by Section 78 of the Taxes Management Act 1970 or any variation or subsequent enactment thereof. The Company shall be entitled to deduct Income Tax at the standard rate from the rent and hold the money so deducted to the Client's credit until the taxation liability has been paid to the Collector of Taxes.
12. The Client confirms that all furniture supplied will comply with the Furniture and Furnishings, (Fire) (Safety) (Amendment) Regulations 1993, that all gas appliances and associated pipe work will comply with the Gas Safety (Installation and Use) Regulations 1994, that all electrical fittings and appliances will comply with the Electrical Equipment (Safety) Regulations 1994, and that he will indemnify the Company against any penalties or fines brought under these Regulations, relating to the property. The Company reserves the right to arrange appropriate safety checks and rectification work if essential at the Client's expense.
13. The Client will keep the Property fully insured against all reasonable insurable risks (including the loss of Rent if the Landlord so requires) and to keep the contents of the Property (if any) so insured and keep In House fully indemnified against any loss or damage to anyone by the Landlord's failure so to do.
14. Where the Company is providing a service which includes rent collection, rent due to the Client will be remitted monthly in arrears less any sums due to the Company and deducted in accordance with this agreement.
15. Where the Company is providing any Service other than specified in 12 above any sums due to the Client will be remitted within 30 days of receipt by the Company.

16. The Company cannot be held responsible for any debts of the Client or Tenant.

17. The Company cannot be held responsible for any unilateral actions or decisions taken by the Client or the Tenant.

18. The Company reserves the right at its absolute discretion and without first recourse to the Client to:

- a) take decisions and actions which may be necessary and reasonable on behalf of the Client about the Property or the Tenant (including payment of costs and / or expenses and refund of any Tenant's deposit)
- b) instruct a Solicitor or other professional advisor on the Client's behalf as may from time to time be necessary and the Client will be responsible for the payment of the professionals account.

19. The Company's employees or agents are not authorised to make any verbal representations concerning the Services unless confirmed by the company in writing. In entering into the Client's Instructions, the client acknowledges that he does not rely on and waives any claim for breach of any such representations which are not so confirmed.

20. Subject as expressly provided in these terms and except where the Services are provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

21. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representations or any implied warranty, conditions or other term or any duty at common law or under the express terms of the Client's Instructions for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which shall arise out of or in connection with the provision of the Services except as expressly provided in these Terms.

22. The Client will have the property professionally cleaned including all carpets and curtains and leave the garden in a neat and tidy condition, prior to the commencement of the initial tenancy or allow In House to arrange this on their behalf.

25. The Client's Instructions may be terminated before the due date for termination:-

- (a) By the Client giving at least three calendar months' notice in writing. In this event the Client will anyway remain responsible for payment of the fee at the percentage rate originally agreed for the remainder of the Tenancy then current together with any relevant extension of Tenancy negotiated.
- (b) By the Company giving notice in writing. The Company shall endeavour to give three calendar months' notice but shall not be bound to do so. During the period of notice the Client shall continue to be responsible for the fee agreed in the Client's Instructions.

26. In the event that a Tenancy of the Property expires and the Client has not terminated his Client's Instructions the Company shall be entitled but not bound to continue to provide the Services and the Client shall remain liable for the fee payable until the Client's Instructions are terminated in accordance with these terms.

27. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

28. All fees quoted are subject to VAT at the prevailing rate.

29. The Client's Instructions and these Terms shall be governed by the Laws of England and Wales.



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