

Complete and Support Partners

NOTES AND GENERAL TERMS AND CONDITIONS

1. If a mortgage exists on the property, the owner must obtain the lenders consent to let.
2. If the owner is a leaseholder the terms of the lease must be checked and any necessary, consent to let obtained.
3. The owner must ensure that adequate building insurance cover is in place and must inform the insurers that the property is to be let.
4. The owner hereby grants the agent the authority to sign the tenancy agreement and notices on behalf of the owner.
5. Before the tenancy is granted; the owner is to ensure that the property is in a suitable condition for the purposes of letting in accordance with the requirements of the Local Authority Environmental Health department, and other legislation.
 - I. Before the tenancy is granted; The Owner is to ensure that the Fire and Safety Regulations (soft furnishings) states that all furnishings (beds, sofas, chairs and the like) comply with the latest fire regulations. The owner must ensure that you do not have any non-compliant furnishings.
 - II. Before the tenancy is granted; The Owner is to ensure that all electrical appliances and circuits are in order and comply with current legislation.
 - III. Before the tenancy is granted; The Owner is to provide a smoke alarm on each story and a carbon monoxide alarm in any room with a solid fuel burning appliance (for example a coal fire or wood burning stove) as required by current regulations. The Owner is responsible for checking check that the required alarms are in working order on the first day of the tenancy. The first day of the tenancy is the date stipulated in the tenancy agreement, unless this service is under contract with the agent to perform.
 - IV. The Owner is to ensure that all gas appliances have been serviced and checked by a Gas Safe Registered engineer within the last twelve months and there is a Safety Certificate to comply with the current legislation in force.
6. The agent service does not include supervision of the property whilst unoccupied. The Owner will be responsible for any bills during an unoccupied period.
7. The Owner will pay to the agent any fees, commission and expenses appropriate for the level of service required as set out in the contract details.
8. The Owner is responsible at all times for taking legal action against a tenant where a tenant is in breach of the tenant's obligations as set out in the tenancy agreement, and for the cost and expenses involved in taking legal, or other action.
9. It is hereby agreed that the agent may deduct from the rental income received all fees, commission charges and expenses payable or reimbursable to the agent under the terms of the agreement.

10. The agent will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused at any time, the owner should therefore ensure that such risks are covered by adequate insurance.
11. Where the owner is resident in the UK income tax on the rental of the property is entirely the owner's responsibility and the owner will need to inform HM Revenue and Customs directly. However, where the owner is deemed to be resident overseas (unless exemption has been agreed) the agent must deduct tax from the rental received and forward the same to the inland revenue to comply with current regulations.
12. Whilst the agent shall use their best professional judgement in the selection of tenants and the execution of service hereunder, the agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.
13. It is hereby agreed that the agent may use their best judgement to set tenant rental rates and contract lengths. The agent will endeavour to achieve the most market suitable opportunity for the property
14. If at the discretion of the agent it is felt that the owner is demonstrating unreasonable behaviour the agent reserves the right to hand back the management of the property to the owner and the agent will cease to manage the property. The agent, where deemed necessary, will look to rehouse existing tenant. The Owner will be liable for the contracted break charges.
15. The agent shall not be liable for any loss or damage arising from defective work, substandard repair or any other fault caused by a contractor engaged by the agent.
16. The agent is not responsible for redirecting the Owners post delivered to the property.
17. The agent will pay for any repairs out of the rent money held and where the monies held are insufficient to cover the cost of a repair the Owner will pay the agent any shortfall on demand. The agent will act as an 'agent of necessity' in the event of an emergency.
18. Repairs will be undertaken in emergency scenarios such as fire, flood or leak up to a value of £300 without notification.
19. Upon the receipt of rental income by the agent from the tenant, monies will be passed to the owner between the 8th -15th calendar day of the month. The agent will deduct any all fees, commission charges and expenses payable or reimbursable to the agent under the terms of the agreement.
20. Each Owner and agent have the right to terminate this on the condition of a breach in terms and conditions of the agreement during a tenancy. This termination is to be advised in writing and is subject to a 30 days' notice period during which period if the breach is rectified the termination will be cancelled and standard notice terms must be adhered to.
21. The agent may terminate this agreement forthwith, without notice in the event of any omission or breach by the owner, or the owner's representative which frustrates the continued performance of the agent's service hereunder or results in serious complaint from contracted tenants. This will result in a charge of any remaining contracted commission with a minimum value of £300 per tenant.
22. The Owner may terminate this agreement, in writing, at any time before the signing of a booking form by the intending tenant
23. The cost to break contract at any time, with a 30 day notice period, is the full commission amount for any signed tenancy associated with the property, subject to a

minimum charge of £300 per tenant. This refers to tenants in situ and all signed tenancy agreements.

24. You have the right to cancel your contract with a seven-day period of signing any contract in your home or place of work; the cooling off period is 14 days. If you come to the estate agent's office and sign a contract for the agent to sell the property, there is no right to cancel. You have the right to waive the cooling off period in writing.
25. If you choose to sell your property whilst tenants are in occupation / prospective tenants are under contract for the next academic year and management is not continued with the new owner, you will be subject to a charge of the full commission amount for any signed tenancy associated with the property, subject to a minimum charge of £300 per tenant.
26. If you choose to sell your property whilst in contract and utilise the sales, administrative or operational support of the agent, you will be subject to a charge of 0.5% of the end sale value. This charge will not be issued if selling via CitySales.

*DEFINITIONS

- The 'owner' 'Owner', 'you' and 'your' means the person or persons named as the owners of the subject property and will include any other with a legal interest in the property, whether this is disclosed or not. Joint and severally liable means that any one of the members of a party may be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- The 'agent', 'we' or 'us' means CITYLETS (PLYMOUTH) LIMITED
- The 'tenant' means the party named in the tenancy agreement as the tenant of the property.
- The 'property' means the property as noted as the property to be let and includes all outbuildings, fences and boundaries etc.