

2Let Burnley Ltd

Sole Agency Agreement

You should read this document thoroughly. If you have difficulty in understanding any of the terms or conditions laid out in this document, we strongly recommend that you seek the advice of a solicitor or Citizens Advice Bureau before signing.

Sole Agency Agreement

I/We hereby appoint **2 Let Burnley Ltd** to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of

_____.

2 Let Burnley Ltd are hereby granted Sole Letting Rights until cancelled in writing, the landlord having given twenty eight days notice.

Tenancy Term.

The Tenancy will be for a minimum period of **six months**, at a calendar monthly target rent of £ _____ exclusive, in accordance with the Housing Act 1988. The Tenant shall be responsible for all other services.

Fees and Commissions.

I/We agree to pay **2 Let Burnley Ltd** an arrangement fee equivalent to 1 months rent plus VAT for arranging the tenancy (this includes finding the tenant, serving of notices, preparation of the lease, the taking of references, etc) for the initial period. In respect of subsequent periods, an arrangement / anniversary fee of **£25 plus VAT** shall be payable in the event that the resident tenant remains in the tenancy for a further period.

In the event of a *new* Tenant, an arrangement fee of **1 months rent** plus Vat shall be payable. I/We agree to pay **2 Let Burnley Ltd** a fee of **8% plus VAT** of the calendar monthly rent for full management,

Payments.

I/We authorise payments to be made directly into the account whose details are given below. I/We acknowledge that this payment method is to be set up by **2 Let Burnley Ltd** at no expense to myself/ourselves. However, should any of the bank details change or should I/We require payments to be made to a different account, I/We accept that a charge of **£25 plus VAT** may become payable prior to the changes taking effect.

Bank/Building Society Name:									
Address:					Acct Name:				
					Acct No:				
Postcode:					Sort Code:				

Cancellation Charge.

If this agreement is cancelled during the period of a tenancy, then the charge will be equal to the greater of either:

- the management fees due to the end of the tenancy agreement.
- or
- the management fees due to the end of the tenant's occupation of the property.

Cancellation

If you the landlord obstructs us in the performance of our duties, we will write pointing out obligations. If you fail to comply, we will immediately terminate if you fail or refuse to comply with legal and other requirements

Property Maintenance.

I/We authorise **2Let Burnley Ltd** to arrange for any works/repairs that **2Let Burnley Ltd** consider to be of an urgent nature (to an amount equivalent to two months rent). I/we also agree to the invoices in relation to such work being deducted from the rent monies collected. Where no such funds are held by **2Let Burnley Ltd**, I/We hereby agree to pay any invoices within seven days. **2Let Burnley Ltd** hereby agree to seek prior authorisation, wherever practical. The landlord hereby acknowledges that **2Let Burnley Ltd** is unable to accept responsibility to arrange for any works/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting, without prior arrangement with the landlord. Any works/repairs or inspections carried out to said unoccupied properties may be subject to further charges.

Arbitration.

Should a dispute arise between myself (the Landlord) and the tenant, I/We hereby agree to let **2Let Burnley Ltd** act as arbitrators and agree to abide by their decision.

Terms & Conditions

1) Fees & Commissions.

Fees are due and payable immediately on a tenant entering into a tenancy agreement with the Landlord. It is agreed that **2Let Burnley Ltd** will deduct such fees due from rent monies collected. In the event of a local authority demanding repayment whether in part or in full of housing benefit from **2Let Burnley Ltd** and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the Landlord) shall be responsible for refunding all monies to the agent without any deductions whatsoever and immediately.

Should the property at any time be sold to the tenant introduced by 2Let Burnley Ltd the Landlord will be liable to a charge of six months loss of commission as compensation.

2) Sole Agency/Sole Letting Rights.

2Let Burnley Ltd will be the sole Letting Agents from the date of this Agreement for a period of 52 weeks and thereafter until terminated in writing, by either party, giving 28 days' notice. Should the property be let during our agency period, all fees will be payable to **2Let Burnley Ltd** irrespective of the introducer. During the period of Sole Agency the Landlord will not instruct any other agent to let the property.

I/We confirm that no introduction of a prospective Tenant has already been made. The right is specifically reserved to terminate this agreement at any time if the terms and conditions are unacceptably changed by the Landlord or become unacceptable to **2Let Burnley Ltd**. In these circumstances, the cancellation fee, as outlined overleaf, would then become payable.

3) Insurance.

The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings, and contents if applicable, and that the insurer is aware that the property is available for letting. The insurance company must also be notified of the date of occupancy. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

4) Residence/Domicile.

In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the **Finance Act 1995**, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with **2Let Burnley Ltd**.

5) Mortgage.

I/We, (the landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender **and that I/We have a copy of this authorisation which I/We am/are willing to produce on request for the letting of the property.**

6) Deposits.

If a deposit is taken from tenants, it is held by **My Deposits in a custodial scheme**. Deductions can only be made from this deposit once a claim against it has been substantiated by **2Let Burnley Ltd** and, where appropriate, valid receipts have been obtained. ***Disputes arising as a result of a claim against deposit money held are subject to the arbitration as outlined in this agreement.***

7) Bank Details.

The client's money, obtained from both deposit and rent, is held with:

- (Santander).
- The sort code of the bank is **09 01 29**
- The rent is held in account number **45805947**
- No interest will be paid on money held within either account whether the accounts are interest-bearing or not.

8) Legal Requirements.

It is illegal to let the property until we have been issued with current safety records:

- a) Gas Safety (Installation & Use) Regulations 1994.** I/We accept that gas appliances and installations must be checked and found to be safe by a CORGI registered engineer annually. I/We undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations annually. ***If you require 2 Let Burnley Ltd to have the safety check carried out on your behalf, prior to a tenant's occupation, the fee is required to be paid in advance.***
- b) Electrical Equipment (Safety) Regulations 1995.** I/We hereby certify that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations. I/We acknowledge that the appliances must be checked on an annual basis and agree to ensure a suitably qualified contractor is instructed to do so annually. *Before* a formal lease can be signed, a certificate *must* be issued by a *qualified* contractor *initially and annually thereafter*. ***If you require 2 Let Burnley Ltd to have the safety check carried out on your behalf, prior to a tenant's occupation, the fee is required to be paid in advance.***
- c) Smoke Alarms.** I/We hereby acknowledge that, where smoke alarms are installed at a property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries (unless hard-wired) before a new tenant moves into the above mentioned property.
- d) Furniture and Furnishings (Fire) (Safety) Regulations 1993.** All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements that came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.

The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation and conditions made mandatory by new legislation are fully met. I/We except that 2Let Burnley Ltd have the right to have mandatory work and / or inspections undertaken at the property if I/We fail to comply with any act of legislation affecting my property. I/We hereby agree that this does not make 2Let Burnley Ltd responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

7) Data Protection.

The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord on computer.

8) Definition.

Landlord. The person who, by signature hereunder, instructs **2 Let Burnley Ltd** to act as Sole Letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

*All charges may be subject to change given a minimum thirty days notice.

I/We have read and understood the Terms and Conditions stated herein and duly name **2 Let Burnley Ltd** as Sole Letting Agents.

Signature: for and on behalf of 2 Let Burnley Ltd		Date:			
Print Name: Agent					
Signature: Landlords		Date:			
Print Name: Landlords					
Landlords Address					
Telephone Numbers					
Email					
Passport number					

Please not in accordance with the money laundering Regulations Act we will require you to provide us with relevant identification documents for proof of ownership, proof of home address and photo ID for all owners

Chargeable Item	Price plus VAT
Let Only Fee	£350.00
Yearly summary statement for tax purposes	£25.00
Smoke Detection	£35.00 each
Gas Safety Check	£55.00 - £65.00
Energy Performance certificate	£55.00
Property Visit (essential if licenced)	£50.00
Key copy and storage	£20.00
Overseas HMRC annual income	£50.00
Copy Documents	£10.00
Electrical Test Periodic	£125.00
Cancellation of management	1 months rent equivalent