



Fortess Homes

ESTATE AGENTS

RESIDENTIAL SALES, LETTINGS AND PROPERTY MANAGEMENT

www.fortesshomes.com

Terms & Conditions

Terms & Conditions of Business

PROPERTY ADDRESS _____

PRIMARY LANDLORD _____ % Ownership _____

(If the Property is jointly owned, please state the names of all owners. If the Property is corporately owned please state the full name of the company, the company registration number and the registered office.)

CORRESPONDENCE ADDRESS _____

Email _____ Mobile _____ Tel _____

BANK ACCOUNT DETAILS

Bank _____ Branch _____

Sort Code _____ Account No _____ Account Name _____

SECONDARY LANDLORD _____ % Ownership _____

CORRESPONDENCE ADDRESS _____

Email _____ Mobile _____ Tel _____

BANK ACCOUNT DETAILS

Bank _____ Branch _____

Sort Code _____ Account No _____ Account Name _____

Tax: Whilst Fortess Homes are letting the Property, will the Landlord be resident in the UK or overseas? UK Overseas

If the Landlord will be resident overseas has the Landlord applied for self-assessment? Yes No

PROPERTY INFORMATION

Parking Yes No location/bay number _____ key/entry fob _____ Sets provided _____

Alarm Yes No key/code/fob _____ Sets provided _____ Location _____

Entry code/fob Yes No Number provided _____

Special Key instruction _____

SERVICES AND FEES All charges quoted below are inclusive of VAT.

COMPREHENSIVE PROPERTY MANAGEMENT SERVICE

First term – 14.40% Sole agency
First term – 16.80% Multi agency
Minimum term 12 months
Extension Year 1 - 12%
Extension Year 2 - 10%
Short Term Let – 28.80%

Sole agency Multi agency Short let

RENTAL COLLECTION SERVICE

First term - 12% Sole agency
First term – 14.40% Multi agency
Minimum term 12 months
Extension Year 1 - 12%
Extension Year 2 - 10%

Sole agency Multi agency

INTRODUCTION & TENANCY SERVICE

First term - 10% Sole agency
First term - 12% Multi agency
Minimum term 12 months
Extension Year 1 - 10%
Extension Year 2 - 8%

Sole agency Multi agency

SPECIAL CONDITIONS _____



TO BE COMPLETED ONLY IF MANAGED

Is the Property freehold or leasehold? Freehold Leasehold

If the Property is leasehold please complete the following:

	Name	Telephone	Email
Managing Agent			
Superior landlords			

UTILITY BILLS

The Landlord agrees that all accounts for gas and electricity will be transferred to the Tenant(s) names for the duration of the let.

	Name of Provider	Account Number	Location of meter/box
Electricity			
Water			
Gas			
TV			
Telephone			
Broadband			
Council Tax			

SERVICE CARE AGREEMENT Please provide information of any supplier with which you have a service agreement that you intend to maintain, such as British Gas. Please notify the supplier of your intention to instruct a managing agent.

Company _____ Policy No: _____

Extent of the cover _____ Please provide a copy of the service contract agreement.

OPTING OUT OF COMPREHENSIVE PROPERTY MANAGEMENT SERVICE

Landlords who do not wish to take up our Comprehensive Property Management Service must complete the following information. Please note that we are required to provide this information to your Tenant. I/We confirm that I/we will take full responsibility of the management of the property. I/ We are aware that I/we must give the Tenant copies of all guarantees and maintenance contracts for any equipment in the property otherwise I/we may incur additional costs if the Tenant instructs another contractor and will have to compensate the Tenant. Contact details which will be passed to the Tenant are as follows:

Daytime tel No _____ 24 hour/emergency tel No _____

Contact address (UK) _____

DECLARATION

I/ We the above named Landlord wish to instruct Fortess Homes on the terms set out in these Terms and Conditions.

I/ We confirm that unless otherwise agreed in writing, the terms set out in these Terms and Conditions will also apply in respect of any future instructions that I/ We may give to Fortess Homes to market the Property or any other Property for rental.

I/ We confirm that I/we have read and agreed to be bound by these Terms and Conditions.

Signed by/on behalf of the Landlord:

Signed _____ Date _____

Signed _____ Date _____

Signed for and on behalf of Fortess Homes

Signed _____ Date _____

Thank you for instructing Fortess Homes to act on your behalf in marketing your property for rental. These Terms and Conditions constitute the Agreement between the Landlord named and Hesham Karim & Co Limited T/A Fortess Homes. (Registered Office 164 Malden Road, Belsize Park, London NW5 4BS
Registration No. 15000710 (ENGLAND) VAT 456566262).

NOTICE OF THE RIGHT TO CANCEL. You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation **MUST BE IN WRITING** and should be delivered or sent by post to the Cancellations Department, Fortess Homes, 164 Malden Road, Belsize Park, London, NW5 4BS; or by email to info@fortesshomes.com. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent. If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a tenant to your property prior to your serving a Notice of Cancellation.

NOTICE OF CANCELLATION. If you wish to cancel this contract, you **MUST DO SO IN WRITING** and you may complete, detach and use this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to info@fortesshomes.com.
I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

_____ Postcode _____

Signed _____ Date _____

Name & Address _____

Term of Business

1. General Authority

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the Mortgage or head lease. Where necessary, the landlord confirms that permission to let the Property has been obtained from the mortgagee or relevant party. The landlord authorises the Agency to carry out the various usual duties of property management including those listed in the descriptions of the service level at the end of this agreement. The Landlord also agrees that the Agency may take and hold deposits and comply with the requirements of any deposit protection scheme that may apply to the deposit.

2. Liability for Tenants Default

Although the aim is to take every care in managing the Property, the Agency cannot be held responsible for late or non-payment of rent, damage to the Property by tenants, or any other associated legal costs incurred, where the Agency has acted correctly in accordance with the terms of this Agreement or on Landlord's written or verbal instructions. It is recommended that an insurance policy is taken out for this eventuality.

3. Indemnity

The Landlord agrees to indemnify the Agency for any reasonable costs, expenses or liabilities incurred or imposed on the Agency provided that they were incurred on behalf of the Landlord in pursuit of the Agency's normal duties. To assist the Agency in carrying out its duties effectively, the Landlord agrees to respond promptly, providing necessary instructions, to any correspondence or requests from Agency.

4. Maintenance

4.1) The Landlord agrees to provide the Property in a good condition ready to let, and that the Property and all soft furnishings conform to the current fire & safety regulations.

4.2) The Landlord Agrees to make the Agency aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit of £300.00, on any single item or repair, and any other requirements or limits specified by the Landlord, the Agency will administer any miscellaneous maintenance work that need to be carried out on the Property. 'Retained maximum expenditure limit' means that the Agency has authority to spend up to this amount (or the other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the landlord.

4.3) For expenditure in excess of the agreed limits, the Agency would normally request authorisation in advance. It is agreed that in an emergency or for reasons of contractual or legal necessity the Agency may reasonably exceed the limits specified, where reasonable endeavours have been made to contact the Landlord.

4.4) The Agency endeavours to select competent tradesmen at reasonable prices but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

4.5) By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agency will carry this out on the Landlord's behalf and administer the necessary inspection and maintenance records. The costs involved will be debited to the Landlord's account.

4.6) If the property is vacant when adverse weather conditions occur, there may be frost damage to water or heating systems and sanitary appliances. The Landlord is strongly recommend to take all necessary action to protect the property from such risks, or to instruct the Agency to put in hand any necessary works on the Landlord's behalf. The Agency Accepts no responsibility or liability for damage caused in these conditions.

4.7) Fortess Homes will levy a supervision charge of 10% on the cost of any protracted refurbishment or building works that exceed £2,000 in value.

5. Overseas Residents

When letting property and collecting rents for landlords living overseas (nonUK resident landlords), the Agency is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of income from Land (Non-Residents) Regulations 1995 to deduct monies (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue & Customs to receive rent gross. A copy of the NRL certificate must be provided to the Agency. In this situation, the Agency also requests that the Landlord appoints an accountant or reserves the Agency the right to employ a suitably qualified accountant in order to manage correspondence with HMRC. A standard annual charge will be made for this work and administration expenses may be charged by the Agency for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities. In many cases, a Landlord's tax liability is minimal when all allowable costs are deducted.

6. Council Tax

Payment of Council Tax will normally be the responsibility of the tenants in the property. However, Landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

7. Services

The Agencies will take meter readings whenever possible at each change of occupation in the Property and inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for Agency to do this on the tenant's or Landlord's behalf. Regarding mail, Landlord should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely tenants to forward mail.

8. Inventory

Should it be necessary, the Agency will prepare an inventory for the Property and a charge will be made for the depending on the size of the inventory. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agency, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agency. The standard inventory service does not include a full schedule of condition (condition, colour & decoration of ceilings, walls, door & fittings etc.) or photography; this can be prepared at the Landlord's request and will incur further charges.

9. Tenancy Agreement

All of our service include the preparation of a letting agreement in the Agency's standard forms(s). Should the Landlord, his advisors or mortgagees require amendment of the contract or require the Agency to enter into further work or correspondence, a fee for this extra work may be requested. It is agreed that the Agency will sign the tenancy agreement(s) on behalf of the Landlord.

10. Inspections

Agency will carry out inspections on quarterly basis. It is not the intention to check every item of the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (i.e. property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas etc). Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. Following the departure of tenants, a final inspection of the Property is carried out by the Agency. Testing of electrical appliances, heating and plumbing is not feasible during this inspection; a qualified contractor will be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidation which fall beyond the Tenant's responsibility would normally be submitted to the Landlord for approval, together with any costs. It is agreed that the Agency's judgment will be final in this matter.

11. Holding Fee

A holding fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agency against any administrative expenses (taking out references, conducting viewings) that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable although early acceptance of tent from references have been received.

12. Tenancy Deposits

12.1. Upon signing the tenancy agreement, the Agency will take a dilapidation deposit from the tenant(s) in addition to any rents due. The purpose of the dilapidation deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. These deposits will be kept in a separate secure clients account ready for refunding (less any charges due) at the end of the tenancy.

12.2 In accordance with Tenancy Deposit Legislation, the deposit will be administered in the appropriate manner. The Agency is a member of The Tenancy Deposit Scheme (TDS), with whom any deposit collected by the Agency will require proof that the Landlord is a member of one of the government approved deposit protection schemes.

12.3 The Agency will attempt, by negotiation, to resolve any deposit dispute between the Landlord

and the tenant. Where the deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an Alternative Dispute Resolution (ADR) process. There will be an additional fee charged for administering the dispute.

12.4 The Landlord authorises the Agency to make appropriate deduction from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other cost can be disbursed at the end of the tenancy.

13. Rent Collection

The Agency will produce a Landlord statement showing a clear breakdown of all rental income received minus any items of expenditure, paying over the net balance to the Landlord by BACS. Landlord statement will be produced as close to the first working day of each calendar month.

14. Instructions

It is agreed that any instruction from the Landlord to the Agency regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the agency in writing.

15. Termination

This agreement may be terminated by either party by the way of two month's written notice. A placement fee equivalent to one month's rent will be payable where the Landlord intend to continue letting to tenants introduced by the agency after termination of this agreement. In the event that the Landlord withdraws from this agreement prior to the agency or £200.00 (whichever is the greater sum), except circumstances where Agency has found a suitable tenant who has not yet taken occupation, in which case the Landlord will be charged a fee equivalent to month's rent. If the Landlord wishes to terminate the Agency's management on any individual property, the Agency must be given one month's notice. Failure to provide such notice will result in a fee being charged. The fee will be the equivalent of the management charge on a full month's rent, regardless of whether the Property is let or vacant, and will be in addition to the termination fee stated above. The Landlord shall provide the Agency with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement being entered into will be communicated on the Landlord as soon as possible. Landlord should be aware that the legal minimum notice period to tenant under assured tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case fixed term tenancy which is due to expire.

16. Safety Regulation

You should read and understand these obligations before signing this agreement. The letting of property is now closely regulated with respect to consumer safety. The law makes particular demand regarding the safety, servicing an inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishing that are also provided. The following regulations apply:

- Furniture & Furnishing (Fire)(Safety) Regulation 1998 (amended 1989 and 1993)
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulation 1998
- Electrical Equipment (Safety) Regulation 1994
- Smoke Alarms & Carbon Monoxide Alarms
- Legionella Risk Assessment
- Plugs & Sockets (Safety) Regulation 1994

Energy Performance Certificates (EPCs)
It is a legal requirement to have commissioned an EPC before marketing can commence on your property. Fortess Homes can arrange this for you at a cost of £120.00 inc VAT.

The Landlords confirm that they are aware of these obligations and that the Agency has provided sufficient information (via explanatory leaflets available on request) to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with above regulations. The Landlord agrees to indemnify the Agency against any expenses or penalties that may be suffered as result of noncompliance of the Property to fire and appliance safety standards.

17. Insurance

The Landlord shall be responsible for the property being adequately insured and that the insurance policy covers the situation where the Property is let whether furnished or unfurnished. The Landlord should advise his insurer of any changes at any point in time.

18. Rent Guarantee & Legal Protection

The Agency shall not be held responsible for any unpaid rent by the Tenant(s). Any Rent Guarantee & Legal Protection cover purchased will be the responsibility of the Landlord, and claims will be dealt with directly through the insurance provider.

19. Legal Proceedings

Any delays of payment or other defaults will be acted on by the Agency in the first instance. Where the Agency has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitors would then be appointed and instructed by the Landlord (except where the Agency is unable to contact the landlord, in which case the Agency is authorised to instruct a solicitor on the Landlord's behalf). The landlord is responsible for payment of all legal fees and any related costs.

20. Housing Benefit

The Landlord undertakes to reimburse the Agency for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant (s) as rent. This undertaking shall remain in force throughout the tenancy and for up to six years thereafter, whether or not the Agency continues to be engaged to let or manage the property under this agreement.

21. Services to Tenants

The Agency may offer to arrange insurance, banking and other financial services, mortgages, estate agency and other related services for the prospective and current tenants and shall be entitled to receive commission in respect of any such services arranged. The Landlord will not be entitled to any share of the commissions or any reductions in fees.

22. Key Holding

Tenants working full time are not usually available to be at the property during the day to provide access to contractors when there is a problem. The Agency will require a set of keys which will be securely held by the Agency and made available to carefully vetted contractors when required. This will also facilitate property inspections and allow the Agency to gain access to the Property in there is an emergency and the tenants is not available.

23. Clients' Money

All monies are held in Hesham Karim & Co Limited T/A Fortess Homes designated clients bank account, for which no interest will be paid

24. Data Protection

All information concerning Landlords or Tenants details are confidential, and the information will be held by the Agency strictly in accordance with the provisions of the Data Protection Act and any amendments thereto.

25. VAT

VAT will always be calculated on all our fees at the prevailing rate (currently 20%)

27. Variation

Hesham Karim & Co Limited T/A Fortess Homes may alter or amend these Terms and Condition at any time by way of one month's written notice.

28. Letting & Management Fees

28.1 Letting Fee equivalent _____ % of annual rent.
Based on the agreed marketing price of £_____. This would be £_____ fee Inc VAT

28.2 Management Commission equivalent _____ % of annual rent. Fees are payable to the Agency throughout the duration.

28.3 For renewal or extension period a fee will be charged at _____ % of annual rent (whether or not Agent continues to be retained by the Landlord).

SIGNED for and on behalf of Hesham Karim & Co Limited T/A Fortess Homes

BY: (PRINT NAME) _____ DATE: _____

SIGNATURE: _____

SIGNED by the LANDLORD(s) (All of joint Landlords to sign If Applicable)

BY: (PRINT NAME) _____ DATE: _____

SIGNATURE: _____