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Management Fees	£150 + 10 % of rental income + VAT			
Tenant find only service	£350.00 + VAT			
Estate Agency Fees	1.0% of the Sale Price + VAT			
This Agreement is made between Let Us Let U Limited of Westbridge House, 6-8 Bridge street, Boston, Lincolnshire, PE21 8QF ("Let Us Let U") and on the one part and:-				
Of				
OI.				

("the Owner") of the other part. This Agreement relates to the property or properties detailed overleaf (and any subsequent additions) ("the property") and for the avoidance of any doubt the Owner shall include all other persons not named in this Agreement who have a legal or equitable interest in the property. In the event that the person or persons named in this Agreement as the Owner do not have a legal or equitable interest in the property then the Owner shall indemnify Let Us Let U Limited against any claims arising under this Agreement.

- 1. This Agreement is intended to create Sole letting rights and if you do not wish to be bound by this agreement you should not sign it. This means that Let Us Let U Limited is the only concern entitled to deal with the letting of the property and shall be entitled to receive commission on rental income until the agreement is terminated in accordance with the terms contained in paragraph 9.
- 2. In consideration of the Agreed Fee Let Us Let U Limited shall provide all those services detailed in schedule 1. All services not covered by schedule 1 and specifically those covered in schedule 2 shall be charged to the Owner on an hourly basis and the fees in consideration of these additional services shall be on the basis of an hourly rate of £35.00 per hour plus VAT unless otherwise specified.
- 3. Commission shall be deducted by Let Us Let U Limited from the rent (as specified by the Management Fee above) and Let Us Let U Limited shall disperse the remaining monies using a BACS transfer or equivalent. All payments will be made to the Owner on or around the Tuesday of each week following receipt of the monies from the Tenant of the Owner's property for the previous month.
- **4.** The Management Fee relates to the rent actually received by Let Us Let U Limited for the Owner from the tenant.

- 5. Should the Owner choose to carry out any of the responsibilities Let Us Let U Limited is willing to undertake, including finding a Tenant wishing to rent the property, this will not affect any of the right of Let Us Let U Limited under this Agreement in any way.
- **6.** At all times it is the responsibility of the Owner to maintain the Property in a habitable condition and for the avoidance of doubt, should the Owner fail to comply with his statutory obligations within a reasonable time, Let Us Let U Limited shall reserve the right to authorise a competent contractor to carry out such minimum works as necessary to make good the Owner's repairing obligations even if this shall exceed the maximum repair cost specified by the Owner.
- **7.** The Owner shall be responsible for informing Let Us Let U Limited of any change of address or other relevant information in writing.
- 8. In the event that the Owner wishes to offer an option to purchase within the tenancy agreement created by Let Us Let U Limited then the terms of such an option are set out in schedule 3. In the event that the property is purchased by a person introduced by Let Us Let U Limited whether directly or indirectly and in any event if that person is the Tenant of the property, the Estate Agency Fee shall become payable by the Owner to Let Us Let U Limited upon exchange of contracts between the Owner and the purchaser. In the event that the property is sold with the tenants in situ in the property which were found by Let Us Let U Limited the landlord/vendor will incur Let Us Let U Limited fees of ½ % of the sale price whether the purchaser was introduced by Let Us Let U Limited or not.
- 9. This Agreement can be terminated by the Owner not less then twelve months from the commencement of the first letting upon giving not less than two months notice in writing to Let Us Let U Limited, such notice to expire and take effect on the date upon which the Tenant permanently vacates the property. Let Us Let U Limited shall be entitled to commission from the rent as specified by the Agreed Fee for the duration of the tenancy (and any subsequent periodic tenancy) created by Let Us Let U Limited on behalf of the Owners. In the event that the Owner/Landlord does not renew this agreement or give notice in writing after the twelve month period, this Agreement will be deemed to be a periodic agreement and continue for the subsequent twelve month. In the event that the Owner terminates the Agreement within the first twelve months the following shall apply:-
- 9.1 Let Us Let U Limited shall be entitled to recover its out of pocket expenses incurred in dealing with the property in the event that this Agreement is terminated by the Owner within the first twelve month. These out of pocket expenses (which shall be no less that £250.00 plus VAT) shall be charged on top of any commission already collected such that the sum of the pocket expenses and any commission collected shall be no more than twelve month's commission, provided always that if the tenant is still in occupation at the date of termination of this Agreement Let Us Let U Limited shall still be entitled to its commission for the duration of the tenancy.
- 10. Let Us Let U Limited shall not be entitled to any out of pocket expenses in the event that Let Us Let U Limited cannot find a suitable tenant within a period of three months from the date the Property first became available for letting, providing always that a notice to terminate the Agreement is given by the Owner prior to a tenant being found either by Let Us Let U Limited or the Owner.

- 10.1. In the event of the property becoming vacant and without notice being given by the Landlord, in writing, requiring the property to be returned to his/her possession, the property will be actively marketed by Let Us Let U Limited for a minimum of 3 months as per clause 10 and will remain in the 12 months' agreement or periodic agreement. Any other agreement remains at the discretion Let Us Let U Limited.
- **11.** Should the Owner terminate this Agreement and Let Us Let U Limited has found a suitable tenant ready willing and able to rent the Owner's property, Let Us Let U Limited shall levy a charge of £250 plus VAT to cover the costs of the abortive work incurred by Let Us Let U Limited. This sum shall be charged on top of any sums charged under paragraph 9.1.
- **12** Let Us Let U Limited can terminate this Agreement upon no less than two months notice in writing and in the event the Agreement is terminated by Let Us Let U Limited within twelve months from the commencement of the first letting, Let Us Let U Limited shall not be entitled to any out of pocket expenses.
- **13.** Let Us Let U Limited, by signing this Agreement, undertakes to the Owner that in the event that any furnishings that may be covered by the Fire and Furnishing (Fire) (Safety) Regulations 1988 and the Fire and Furnishing (Fire) (Safety) (Amendment) Regulations 1993 need replacing during the period covered by this agreement that the replacement furnishing will meet the required standards set out in these regulations.
- **14.** The Owner by signing this Agreement undertakes to Let Us Let U Limited that any furnishings that may be covered by the Fire and Furnishing (Fire) (Safety) Regulation 1988 and the Fire and Furnishing (Fire) (Safety) (Amendment) Regulations 1993 now in the property meet these standards and that the property complies with any fire regulations imposed on the Owner.
- 15. The Owner by signing this Agreement either (Please delete as necessary):-
- 15.1 Undertakes to company with the Electrical Equipment (Safety)Regulations 1994 and the Gas Safety (Installation and use) Regulations 1994 in so much as the Owner undertakes to keep a record of all electrical and gas appliances along with the date of any inspections by an authorised competent person, the identity of the inspector, and defect found and any remedial action taken as a result of such a defect being found and that record will be produced to any tenant upon reasonable notice.
- 15.2 Instructs Let Us Let U Limited to make the arrangements that the inspection of appliances will be arranged only by a competent electrician or gas fitter in accordance the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and use) Regulations 1994 and that a proper record of these appliances will be kept by Let Us Let U Limited showing the dates upon which any inspections took place, the identity of the inspector, any defects found during such inspections and any remedial action taken as a result of such a defect being found.
- 15.3 an up to date EPC must be completed for each property and certification proven for such.
- **16.** The Landlord agrees that a 'risk assessment' is carried out by Let Us Let U Limited each time the tenancy is renewed and prior to taking possession at a cost of £15.00 + vat. Let Us Let U Limited agrees to forward a report to the Landlord. Any assessment point which requires remedial action the Landlord agrees to undertake.
- **17.** The Landlord agrees that the Agreement is for one property and any subsequent properties will be incorporated within this Agreement with the commencement dates for the subsequent properties running

from the date that the instruction was given to Let Us Let U Limited and will be added as an addendum to the original contract.

17.1 <u>Non resident landlord taxes</u> if the landlord resides overseas NRL tax number is required failure to supply this number will result in Tax being deducted at source and forwarded to Inland Revenue.

Find Tenant's Only Agreement.

(Delete if not required)

18. In the event of a Landlord requiring 'find only' a charge of £350.00 plus VAT or 50% of the 1st month rent plus VAT, whichever is the greatest will be applied exclusive of tenant's vetting charges or insurance. Let Us Let U Limited will not be responsible for the property or tenant once the tenant takes possession of the property. Let Us Let U Limited will not be responsible for any breach or non-conformity of regulations which is the Landlord's responsibility.

Signed for Let Us Let U Limited
Date
Signed by the Owner
Name of Owner
Date