

RESIDENTIAL LETTINGS AGENCY AGREEMENT

1. DEFINITIONS AND NOTES

- 1.1. In these Terms and Conditions
- 1.2. “**we**”, “**us**”, “**The Agent**” means **Topproperty Lettings Limited**, and other trading names of Topproperty Lettings Limited such as Topproperty Sales and Lettings and Topproperty Management.
- 1.3. “**you**”, “**The Client**”, “**The Landlord**”, “**Client**” means the property owner.
- 1.4. “**The Property**”, the specific property we are managing on your behalf.
- 1.5. “**The Contract**” means this document Residential Lettings Agency Agreement. For Student Lettings please see Student Accommodation Agency Agreement.
- 1.6. Each property managed by The Agent for The Client will be on the same terms and conditions as this contract however The Agent reserves the right to request a Contract for each property managed for The Client. In cases where no management agreement exists we will operate as “AGENT OF NECESSITY” and all terms and conditions in this agreement will apply, within standard and accepted parameters of such activity.
- 1.7. These Terms and Conditions form the contract between us and you for the service of managing The Property provided to you.
- 1.8. The Contract cannot be varied unless we agree to vary it in writing or by e-mail.
- 1.9. This Contract is made between the owner of The Property and Topproperty Sales and Lettings who act as agent for the landlord and are referred to as “The Agent”.
- 1.10. The Agent has the exclusive right to market, tenant and manage the tenancy for The Property until The Contract is terminated. See Section 5 (Termination of Contract)

2. TOPPROPERTY LETTINGS SERVICE

- 2.1. Advertising and Marketing
 - 2.1.1. The Agent will provide advice as to the likely rental income and will set rental prices in accordance with the market. The Landlord remains able to set the advertised rent as he/she sees fit.
 - 2.1.2. The Agent will advertise and market the Property via the Topproperty Website and other agencies, such as Rightmove, Primelocation, Zoopla, Findaproperty and to-let boards.
 - 2.1.3. The Agent will carry out attended viewings of The Property for prospective tenants.
- 2.2. **Prospective tenants**
 - 2.2.1. The Agent will meet with each prospective tenant and obtain tenant verification documents such as proof of address and proof of identity documents and references as appropriate.
 - 2.2.2. Tenants under the age of 25 will be required to have a Guarantor. The Agent will obtain Guarantor verification documents such as proof of address and proof of identify documents. "The Guarantor" will be credit checked. In cases where the prospective tenant(s) are under 25 and do not have a guarantor The Agent will act on the instruction of The Landlord to grant or not to grant a tenancy. In cases where the tenant is under 25 and has a guarantor The Tenant will also be credit checked.
 - 2.2.3. All tenants will have the references followed up where appropriate.
- 2.3. **The Tenancy Agreement**
 - 2.3.1. The tenancy agreement will be in standard terms unless the client specifically requests otherwise.
 - 2.3.2. The Agent will prepare an Assured Shorthold Tenancy agreement under the Housing Act 1988. The contract term is 6 months unless otherwise agreed with The Client.
- 2.4. **Tenancy Renewal**
 - 2.4.1. Tenancy agreements will generally roll onto Statutory Periodic Tenancy.
 - 2.4.2. The Agent will sign the tenants up, at a charge to the tenant, for a new contract if tenants wish to stay in the property and have the additional security of a new contract.
 - 2.4.3. The Agent will sign the tenants up for a new contract if The Landlord requests a new tenancy agreement be created. There will be an additional charge for this.
- 2.5. **The Rent**
 - 2.5.1. The Agent will collect the rent as per the tenancy agreement.
 - 2.5.2. In the case of breach of tenancy by non payment of rent The Agent will attempt to remedy the breach by contacting the tenant or guarantor through such means as deemed necessary. Such means may include action through the county court system, for which additional charges will apply.
- 2.6. **Pay the Landlord**

- 2.6.1. To pay The Landlord the net balance of rent after any deductions as per clause 6 at the beginning of the month following month of collection by bank transfer.
- 2.6.2. The Agent will send to the landlord a rental statement and any invoices every month. This will be by e-mail or any other suitable means. All receipts collected by the Agent will be sent to the landlord in April of each year.
- 2.7. **The Deposit**
 - 2.7.1. To take a deposit from The Tenant unless otherwise agreed with The Landlord.
 - 2.7.2. To issue the Prescribed Information relating to the deposit to the tenant on behalf of the landlord in accordance with the legal requirements set down in the Housing Act 2004.
 - 2.7.3. To protect the deposit within a government authorised statutory tenancy deposit scheme in accordance with the Housing Act 2004.
 - 2.7.4. To return the deposit to The Tenant subject to any deductions authorised by The Landlord.
 - 2.7.5. To enter into an informal deposit negotiation if the tenant disputes the distribution of the deposit at the end of the tenancy.
 - 2.7.6. Processing of deposit return if tenant is absent/non communicative, using the single claim route if the deposit is protected with the Deposit Protection Service. There is an additional charge for this as per section 6.4.1. If the deposit is protected through an alternative Tenancy Deposit scheme different charges may apply.
 - 2.7.7. Preparation of a case file if the Landlord and The Tenant use the Alternative Dispute Resolution/Independent Case Examiner for deposit disputes that cannot be settled informally. There is an additional charge for this as per 6.4.2.
- 2.8. **Property Inventory and Schedule of Condition**
 - 2.8.1. The Agent will arrange for a full inventory and general schedule of condition at the commencement of each tenancy, unless the landlord advises otherwise. The cost for this is as per 6.3.3.
- 2.9. **Property Check-in**
 - 2.9.1. The Agent will provide a copy of the Inventory and Schedule of Condition, if commissioned and completed, to the tenant along with any additional paperwork required before the tenant takes up residence
 - 2.9.2. The Agent will provide keys for the property to the tenant.
 - 2.9.3. The Agent will inform the Local Authority of any change of liability for Council Tax purposes.
 - 2.9.4. The Agent will inform any utility companies of change over of tenants.
- 2.10. **Property Check-out**
 - 2.10.1. When the property is vacated by The Tenant, The Agent will ensure that any keys returned to Topproperty are checked back in.

- 2.10.2. The Agent will arrange an End of Tenancy Schedule of Condition Report upon which to base a claim for repair/dilapidations from the deposit, unless the landlord requests otherwise. The provision of the report is chargeable as per section 6.3.3.
- 2.10.3. If an end of Tenancy Schedule of Condition Report is undertaken as per Section 2.10.2 The Agent will inform the Landlord of any essential repairs that are required.
- 2.11. **Topproperty Inspections**
 - 2.11.1. The Agent will carry out, with the permission of the tenant, routine visual property inspections to check for any breach of tenancy and to check on the general condition of the property. Such visits to be approximately six months after the tenants have moved in and then by arrangement thereafter.
 - 2.11.2. The Agent will submit any dilapidations noted on the periodic inspections to the landlord together with any recommendations.
- 2.12. **Property Maintenance**
 - 2.12.1. The Agent will report issues to The Landlord as and when they are reported to The Agent by The Tenant or reported as a result of property inspections.
 - 2.12.2. The Agent requires that The Landlord deal with any reported issue within 14 days of it being first reported.
 - 2.12.3. The Landlord will be given the option of instructing their own property maintenance company or allowing The Agent to arrange for any necessary repairs and maintenance of their property, which is to be paid on invoice.
 - 2.12.4. In the event of an emergency, The Agent will promptly act to secure the safety of tenants or to secure/repair the property. Every attempt will be made to contact the landlord, however where this is not possible The Landlord gives The Agent the right to act on their behalf and to indemnify the agent through the rental income.
 - 2.12.5. In the event of an out of hours emergency, the tenants are given the out of hours emergency details to contact, which will be the contractor the landlord has requested to deal with out of hours issues.
 - 2.12.6. The Agent can arrange for the appropriate Landlord Gas Safety certificate which is a mandatory legal requirement.
 - 2.12.7. The Agent can arrange for an Electrical Periodic Inspection Report. The Agent requires that the electrical installation is tested at a regular interval by a suitably qualified person. The Periodic Inspection is also a mandatory requirement of the Selective Licensing Scheme operated by Liverpool City Council for all properties.
 - 2.12.8. The Agent can arrange for Portable Appliance Testing for all movable appliances and electrical items provided by The Landlord. A Portable Appliance Test is a mandatory requirement of the Selective Licensing Scheme operated by Liverpool City Council for all properties.

- 2.12.9. The Agent will maintain an operating float for the landlord. This will be deducted from the first months rent and retained in the client account operated by Topproperty Lettings Limited. This float will be to pay for maintenance as required, and is used to allow The Agent to pay contractors in periods where we would not normally hold funds on account for The Client (eg between The Agent paying the Landlord the rent received, and receiving further rent from tenants.) The float will be replenished after use by further income from the tenants to maintain the float at the established level. This float will be returned to The Client when required (generally when management of The Clients property ceases). The amount of float is a single £200 float for landlords with single properties and a single £350 float for landlords with multiple properties.

2.13. Selective, Mandatory and Additional Licensing

Note: From 1st April 2015 all properties in Liverpool that are not already covered by Mandatory Licensing will require a property license under a Selective Licensing scheme.

Failure to license will result in a fine of up to £20,000 on successful prosecution.

- 2.13.1. The Agent will be the nominated Relevant Person (Property License Holder) for purposes of Licensing. This applies for Mandatory, Selective and Additional Licensing.
- 2.13.2. Vacant properties for new management agreements:
- 2.13.2.1. Properties that are vacant at time of instruction will by law require a license before being occupied by tenants. The Agent will apply for the license prior to occupation if the property is vacant at time of instruction and The Agent is not nominated as the license holder
- 2.13.2.2. If the property is already licensed and The Agent is not the License Holder, The Agent will by law be required to apply for a license once the property is managed by The Agent. This will normally be from the date when tenants move in to the property..
- 2.13.2.3. It is the responsibility of The Client to ensure the property has a license in all cases.
- 2.13.2.4. Payment for licenses will be taken by The Agent from rent paid by tenants. In cases where there is expected to be a delay in payment from tenants The Agent will request payment on account for the license fee.
- 2.13.3. In cases where the agent is acting to find tenants for properties that are currently occupied, and will commence management when tenants found by The Agent move in:
- 2.13.3.1. The Client will provide proof that the property is currently licensed, or a license has been applied for, for

- the period up until the tenants sourced by The Agent move in.
- 2.13.3.2. The Agent will apply for a license prior to tenants found by The Agent moving in.
 - 2.13.3.3. The Client agrees to indemnify The Agent for any breach of the license terms prior to The Agent commencing management of the property. Commencing Management means collecting rent from tenants on a commission basis, including other property management duties such as arranging maintenance, property inspections etc.
 - 2.13.3.4. Payment for licenses will be taken by The Agent from rent paid by tenants. In cases where there is expected to be a delay in payment from tenants The Agent will request payment on account for the license fee
 - 2.13.4. In cases where The Agent is instructed as managing agent and management functions commence immediately:
 - 2.13.4.1. The Agent will apply for a license as part of setting the landlord.
 - 2.13.4.2. Payment for licenses will be taken by The Agent from rent paid by tenants. In cases where there is expected to be a delay in payment from tenants The Agent will request payment on account for the license fee
 - 2.13.5. All properties under management will require a current license.
 - 2.13.6. Licenses will be renewed at the end of the property license.
 - 2.13.7. The Agent will make best efforts to register the property with a recognised co-regulation scheme to benefit from any discounts available on the license fee.
 - 2.13.8. In cases whereby management of the property is returned to The Client, The Agent will notify The Client and the Local Authority that The Agent is no longer the Property License Holder. The Client will be responsible for ensuring a new license is applied for.
 - 2.13.9. The Client gives The Agent authority to carry out any work highlighted by the Local Authority as required under the Housing Act 2004 or any other relevant legislation.

Note: More information on licensing can be found here:

<http://liverpool.gov.uk/media/1081905/frequently-asked-questions-18th-feb-2015final.pdf>

3. CLIENT OBLIGATIONS

- 3.1. The Landlord confirms that they are the owner of either the freehold or the long leasehold interest of the property and has the right to rent out the property.
- 3.2. The Landlord confirms that if the property is leasehold they have obtained the consent of the freeholder or head lessor to let the property.
- 3.3. The Landlord confirms that if the property is subject to a mortgage they have obtained permission to let the property from the mortgage company.
- 3.4. The Landlord authorises the Agent to carry out various details of property management as detailed above.
- 3.5. The Landlord agrees to the Agency obtaining and holding security deposits on their behalf if required.
- 3.6. The Client agrees to indemnify the agency against any costs, expenses or liabilities incurred or imposed on the agency provided they were incurred on behalf of The Client in pursuit of The Agents normal duties.
- 3.7. The Landlord agrees to assist The Agency in carrying out the duties associated with property management.
- 3.8. The Landlord agrees to respond promptly where necessary to any requests from The Agent.
- 3.9. The Landlord confirms that the property is in a good condition for lettings and that the property, beds, sofas and all other furnishings confirm to the appropriate regulations - Furniture and Furnishings (Fire)(Safety) Regulations 1988.
- 3.10. The Landlord must fulfil repairing obligations as required under Section 11 of the Landlord Tenant Act 1985.
- 3.11. The Landlord must provide an up to date Landlords Gas Safety Certificate by a Gas Safe Register approved technician and must keep certification up to date. This is a legal requirement of Gas Safety (Installation and Use) Regulations 1998.
- 3.12. The Landlord must ensure that the electrical installation of the property is safe for the tenants by providing an Electrical Installation periodic inspection report from a contractor accredited with a suitable competent persons body such as NICEIC, ELECSA or NAPIT, as required under The Consumer Protection Act 1987 and The Landlord & Tenant Act 1985 Section 11.
- 3.13. The Landlord must ensure that any appliances provided to the tenant are electrically safe by carrying out Portable Appliance Testing, as per The Low Voltage Electrical Equipment Regulations 1989, The Electrical Equipment (Safety) Regulations 1994, The General Product Safety Regulations 1994 and The Plugs and Sockets (safety) Regulations 1994.
- 3.14. The Landlord agrees that in any case of emergency The Agent has the right to act to deal with that emergency. This may result in the Client being notified after remedial works have taken place and any costs are taken from the rental income.

- 3.15. The Landlord agrees to ensure The Agency is kept informed of any works being carried out at the property and ensure The Agency is provided with a copy of any certification required for the safety of the property.
- 3.16. The Landlord agrees that The Agent may erect a To-let advertising board at the property such that it complies with the relevant planning requirements.
- 3.17. The Landlord agrees that The Agent may sign the tenancy agreement(s) on behalf of The Client.
- 3.18. The Landlord agrees that any instructions from The Client to The Agent concerning termination of the contract, major repairs, payment details etc must be made in writing.
- 3.19. The Landlord agrees that in the event of a party introduced by the Agent subsequently purchasing the property, commission shall be payable by the landlord to the Agent on completion of the sale of the property at the rate of 1% of the sale price, plus VAT if applicable.
- 3.20. The Landlord is responsible for the adequate insurance of the property and confirms that the insurance covers a situation where the property is let and any special requirements of the insurance policy must be adhered to. The Agent must be provided with a copy of the insurance schedule.
- 3.21. The Landlord is responsible for payments of all legal fees and any related costs in relation to taking legal action to obtain rent arrears or possession of the property in the case of eviction.
- 3.22. The Landlord agrees to deal with any property issues reported by the tenant within 14 days of receiving the information from The Agent.
- 3.23. The Landlord should be aware that where a property is empty, let as holiday accommodation, or let as a House of Multiple Occupation or shared house, responsibility for the payment of council tax rests with the owner of the property. The Agent will obtain Council Tax exemption certificates where possible and applicable and forward them to the council to obtain exemption status. However The Agent accepts no responsibility for disputes between the local authority and The Landlord arising from this. The ultimate responsibility for dealing with council tax rests with The Landlord.
- 3.24. When letting property and collecting rents for overseas landlords, the Agency is obliged by the Taxes Management Act 1970 and the Taxation of Income From Land (Non-Residents) Regulations 1995 to deduct tax (at basic rate) to cover any tax liability, unless the landlord has been authorised by the inland revenue in writing to receive rents gross. To do this The Client must apply to the Inland Revenue for a Certificate of Exemption (NRL 8) prior to the commencement of rental. The Agency reserves the right to appoint an accountant in order to manage correspondence with the Inland Revenue.
- 3.25. The Agent will make a standard annual charge for this work if the non-UK based landlord receives rent net of tax or if The Landlord is part of the Non Residents Landlord Scheme and an annual return is required. The charge for this is as per 6.4.12.

- 3.26. In the event that the tenants are in default of rent the Agent has the Landlord's irrevocable authority to instruct solicitors to collect the outstanding rent and its own administrative fees from the defaulting tenant.
- 3.27. In the event that the Landlord recovers its own arrears it is hereby contractually bound (and for the avoidance of doubt this clause will continue) to recover The Agents administrative costs and management fees.
- 3.28. The Landlord confirms that the account for any mortgage or additional charge on the property is paid up to the date with no arrears and The Client is not facing repossession.
- 3.29. In the case of unreasonable wear and tear being remedied at the end of the tenancy The Landlord must inform The Agent if The Landlord intends to withhold an amount from the tenants' deposit to make good damage. This notification of amount is to be within 10 working days of The Agent informing The Landlord of any damage from the tenant moving out.

4. LIABILITY

- 4.1. The Agent accepts no liability for the non compliance of the landlord in respect of any requirements under the Management of Houses of Multiple Occupation (England) Regulations 2006, The Housing Act (2004) and related legislation in respect of shared houses, and the landlord agrees to indemnify The Agent in respect of same.
- 4.2. The Agent does not accept liability for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection.
- 4.3. The Agent recommends The Landlord take out suitable insurance for non-payment of rent, damage by tenants and legal costs.
- 4.4. The Agent cannot be held liable for any act or omission of the tenant and takes no responsibility for the findings or otherwise of any credit check or reference provider.
- 4.5. The Agency will select competent tradesmen but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although The Landlord reserves the right to pursue any claim against tradesmen appointed by the Agency.
- 4.6. The Agency is not liable for any chargebacks for rent or deposits paid through card payments.
- 4.7. In case whereby a chargeback is made The Landlord agrees to indemnify The Agent.
- 4.8. The Agency cannot be held liable for any Housing Benefit repayments requested by a Local Authority.

5. TERMINATION OF CONTRACT

- 5.1. The Agent reserves the right to cancel the contract by giving 21 days notice to The Landlord in writing.
- 5.2. The Landlord may cancel this contract by giving The Agency 21 days written notice with reasons for doing so as long as no monies are outstanding. This does not alter your right to cancel with the 14 day cooling off period (see 5.9).

- 5.3. If The Landlord has any cause for dissatisfaction with any aspect of the Management Service provided by The Agent, The Landlord is asked to put this in writing to us at our address. The Agent will investigate the matter fully and respond to The Landlord within 14 days.
- 5.4. This Agreement will continue whilst the Tenancy is in place and will automatically renew subject to any variations or amendments in place at that time, if a new tenant is sought and enters into an AST with the authority of The Landlord.
- 5.5. If the contract is terminated the following fees shall apply:
- 5.6. Cancellation by The Agent: a sum equivalent to one month's management fee is levied.
- 5.7. Cancellation by Landlord: If property is currently let, a sum equivalent to 70% of the current monthly rent per property under management. If property is vacant, there is no charge.
- 5.8. In any event, any and all sums due at the time of cancellation must be paid in full.
- 5.9. Topproperty Services operate a 14 day cooling off period from the date the contract is signed.

6. FEE STRUCTURE

- 6.1. Fees are subject to change.
- 6.2. The Agent shall be reimbursed by the Client for any agreed out-of-pocket expenses incurred.
- 6.3. **Service Charges**
 - 6.3.1. Management Fee - The Agent has a flat rate management fee for letting of 10% plus VAT at the current rate of gross rents received.
 - 6.3.2. Arrangement Fee - The Agent will make a charge of 10% plus VAT at the current rate of invoice for cost for any works arranged on the property, as per section 2.12, subject to a minimum charge of £15 and a maximum of £150.
 - 6.3.3. Let Fee - The agent will make a charge of £200 + VAT for each new letting of the property, this is charged for each property fully managed. This charge covers the administration costs associated with the management of tenancy deposits as per sections 2.7.1 to 2.7.5, the Inventory and Schedule of Condition Report, the End of Tenancy Schedule Condition Report and provision of 6 months Rental Guarantee where possible. This is optional and there will be a reduction of £40 + VAT if the Rental Guarantee is not taken out. This fee will be charged against the first month's rent from a new tenant.
 - 6.3.4. Renewal Fee - The agent will make a charge of £100 + VAT (including Rental Guarantee Insurance where available) and £75 +VAT (excluding Rental Guarantee Insurance) for each property where the tenancy is renewed. This charge covers the administration costs associated with the management of tenancy deposits for a renewal and the final inspection for the ending tenancy.
- 6.4. **Additional charges**

- 6.4.1. The Agent will make a charge of £25 + VAT for the processing of the deposit return if the tenant is absent/incommunicative, as per section 2.7.6
- 6.4.2. The agent will make a charge of £50 + VAT for the preparation of a case file for arbitration for the deposit return as per section 2.7.7
- 6.4.3. The Agent can arrange additional property visits (for example for additional meter readings, supervise delivery of furniture etc) at the cost of £20 + VAT per hour.
- 6.4.4. Limited temporary storage (up to a maximum of 3 working days) at the office premises of The Agent. The cost for this is £10 + VAT unless the item is being delivered to the property by the agent.
- 6.4.5. Limited delivery of small items from the office premises of The Agent to The Property under management. The cost for this is £10 + VAT per visit.
- 6.4.6. The Agent can collect any other items/monies which do not form part of the rent on the contract. The charge is the management rate as per section 6.3.1 for monies and by negotiation for material items.
- 6.4.7. The Agent can deal with and advise upon applications for assignment of tenancies or leases, sub-lettings, alterations and changes of use. The cost is on application.
- 6.4.8. The Agent can pay on request any bill on behalf of The Client from rental income. The charge is £10 + VAT per bill. For example: You will need to provide us with your gas, electricity and water bills and we will pay those bills for you out of your rental income. You can instruct your utility providers to send the bills to Topproperty - all bills would remain in your name. We will also pay bills for estimated reads provided the usage appears reasonable.
- 6.4.9. The Agent will make a charge of £30 + VAT for obtaining utility bills, working out overspends and writing to tenants to request payment. We will contact your gas and electricity providers to obtain updated bills. You will need to ensure you send us a recent water bill. Topproperty will then work out any overspend and contact the tenants to request payment. The payment method stated in the letter will be to the account details we pay your rent to.
- 6.4.10. The Agent will make a charge of £15 + VAT per tenant to collect the monies owed in overspend. Topproperty will perform 3 chases per tenant with escalating levels (up to and including contacting their guarantors for immediate payment). If after three chases the payment has not been paid we will mark the payment as due from their deposit at the end of the tenancy. Payments will be processed to you with the next rental payment run.
- 6.4.11. The Agent can liaise with local authority to deal with additional council tax charges. The cost is as £20 + VAT per hour.

- 6.4.12. The Agent will prepare, for landlords residing outside UK and registered with the Non Registered Landlord Scheme a computation of income, details of which have to be submitted to the H.M. Inspector of Taxes. This has to be done irrespective of whether the F.I.C.O. have approved your tax to be deducted at source or not. The charge associated with this service is £50 + VAT per year (on a per landlord basis) and is paid annually and is applicable even if the property was let for part of the year.
- 6.4.13. In cases where the landlord does not have a Certificate of Exemption to receive rent gross of tax (NRL 8), The Agent will be required to deduct tax at basic rate to cover any tax liability. The Agent reserves the right to appoint an accountant in order to manage correspondence with the Inland Revenue. The Agent will also make a standard annual charge for this work.
- 6.4.14. If the Agent is requested by HMRC or any other legal or governing body to provide information regarding your property we reserve the right to charge for this work. The charge will be appropriate to the work requested.
- 6.4.15. The Agent can perform limited accountancy work relating to tax on behalf of the landlord. This is chargeable based on the nature of the work.
- 6.4.16. If The Landlord requires The Agent to serve a notice on Tenant(s) a fee is incurred and payable on production of the notice, such fee is £75 + VAT.
- 6.4.17. If the landlord requires additional or enhanced references and further checks on tenants and guarantors for insurance purposes or any other purposes the cost is £15 + VAT plus any additional cost for credit searches or enhanced reference.
- 6.4.18. The Agent will make a charge of £10 + VAT plus the cost of the key(s) for cutting keys on behalf of The Landlord. If an additional visit to the property is required (for example in the case of a landlord giving the agency unmarked keys for bedrooms, requiring the keys to be sorted, checked and tagged) there is a charge of £20 + VAT per hour.
- 6.4.19. The Agent may make a charge for additional work requested by The Client or required by law such as for HMO Licensing that falls outside the services offered by The Agency.
- 6.4.20. In the case where the landlord finds his own tenants through his own means (for example his own advertising or through another agency) which results in The Agent being disinstructed by The Landlord there will be an advertising charge of £40 + VAT payable within 28 days of invoice.
- 6.4.21. Any additional works as requested by The Landlord will generally be chargeable.

Signatures

Documentation we require:

- Proof of ownership or authority to receive rent
- Proof of identification
- Passport, HM forces ID document, etc.
- EPC
- Electrical Certificate
- Gas Certificate
- Consent to let from mortgage company if relevant.
- Copy of HMO or Selective License document *



Documents can be uploaded to our secure portal at:

<https://www.topproperty-services.com/docs>

*Selective licensing applies from 1st April 2015 and a license is required for all properties that rented out in Liverpool. If the property requires a HMO license proof of license will also be needed.

About You:

Name:

Address:

Phone number:

Normal place of residence:

Within UK

Outside UK

Bank Details

Bank Account name:

Sort Code

Account Number

Property Address

Ownership

Freehold

Leasehold

Other (lease option, Rental Guarantee etc)

Licensing status:
Licensed

Applied for

Not applied for

* Selective licensing applies from 1st April 2015 and a license is required for all properties that rented out in Liverpool. If the property requires a HMO license proof of license will also be needed.

Restrictive covenants
(eg, no students, no pets,
no housing benefit)

Contractor Details

Name:

Phone number:

Out of hours provision:
(goes on tenancy agreement
for the tenants information)

Agreement

I/We agree to the terms above.

Signed:

Date:



Notes:

