

# MAIDSTONE & MEDWAY

## Property Management

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### TERMS AND CONDITIONS

*The Terms and conditions are issued in conjunction with our Scale of Charges which are appended herewith.*

*The Terms and Conditions should also be read in conjunction with our brochure "Guidance for Landlords"*

*When we receive your instructions to let, or let and manage your property, it is understood that the terms and conditions hereunder apply.*

*It is further understood that we have your formal instructions to let, or let and manage your property either by your instructions in writing, or by providing us with a key to the property, or by giving access to prospective tenants found by ourselves.*

### The Terms and Conditions

**The Scale of Charges** applies to properties which are available to be let for a minimum period of one year. Shorter periods may be arranged by negotiation.

#### **Withdrawal of Instructions**

Once we receive your instructions to let and/or manage your property we will commence marketing the property which will involve us in expenditure. If you subsequently withdraw the property charges will be levied as follows:-

- (a) If the property is withdrawn within two months of our receiving your instructions we will levy a charge of £150, whether a tenant has been identified or not.
- (b) If the property is withdrawn whilst we are in negotiation with a potential tenant who has viewed the property either within the first two month period or thereafter if the property has not previously been withdrawn, we will levy a charge of £150.

If a property which is managed on a Full Management basis, or on a Let and Collect rent basis, is withdrawn from our management before the end of a twelve month period, we will make our charges to the client based on our scale of charges for a full twelve months period. On withdrawal of the property the outstanding charges will immediately become due.

We will levy a charge beyond the twelve month period if the property is still occupied by a tenant introduced by ourselves and will be charged for the duration of that tenant's occupation. This charge will be based on our scale of charges and may be reduced to 10% of the contractual rent if full management services are no longer required.

## SERVICE

Our standard full management charge comprises all services listed on our Letting and Management Services leaflet.

## EXCLUSIONS

The following are not included in our full management charge:

**Representation in a court of law:** a charge will be made if we are obliged to brief a solicitor dependant on the complexity of the matter and a charge will be made if we are required to attend Court hearings.

**Dealing with insurance claims.** We will pursue insurance claims on your behalf, but will charge at 15% of the amount of the claim. An insurance company may possibly pay our charges as part of the claim

**Refurbishment programmes.** We are happy to arrange these but will charge at 15% of the cost of the programme.

**Dealing with your tax affairs.** We can offer advice, but will always suggest that you employ the services of an accountant or tax expert.

If you are a Landlord resident abroad, we are able to supply you with the relevant forms for you to obtain the Certificate from Inland Revenue which enables you to deal with your own tax affairs. If you are unable to obtain the relevant Certificate, we are obliged by law to deduct tax from the net proceeds of letting and to make payment to Inland Revenue on a quarterly basis. We will make a charge for this service at £35 per quarter.

**Maintenance of Empty Properties:** a property may remain unoccupied for a period between tenancies. Whilst we will make every effort to oversee it during this period, we can accept no liability for damage to the property nor for its maintenance whilst it is untenanted. However, we will arrange essential maintenance (gardening, etc.) but funds must be made available. Your buildings insurance may stipulate that a vacant property should be checked on a regular basis. If we are required to do this our charge will be £35 per visit, plus VAT.

## TENANCY AGREEMENT

As managing agent, Maidstone & Medway will sign the agreement on your behalf. We will assume that in issuing us with instructions to let and/or manage your property that we have your consent for this. A copy will be held in our office and will be available to you if required. We reserve the right to amend the agreement as appropriate without reference to yourself.

## LANDLORD'S LIABILITIES

**Mortgagee:** You are required to notify your Building Society or loan company of your intention to let the property and to obtain their consent.

**Insurance:** You are required to notify your insurers of your intention to let and to comply with any specific demands made by them with regard to the letting. We require that you notify us of any special terms and conditions that may apply.

**Safety:** Maidstone & Medway will not be held responsible for injury to persons or property arising out of the condition of the property or any hazard around the property. You must provide adequate insurance cover at all times and comply with Statutory safety procedures as may be in force at any time.

**Damage:** Maidstone & Medway will not be held responsible either directly or indirectly for any deficiency loss or damage to the property the fixtures the fittings or contents thereof however caused whether on the inventory or not.

**Rent/Outgoings:** Maidstone & Medway will not be held liable for any unpaid rent or other unpaid liabilities from the tenant nor for any outgoings payable by us on behalf of the owner if there are insufficient funds available.

**(Landlord's Liabilities - continued)**

**Tenants:** Maidstone & Medway cannot guarantee the financial or other suitability of a tenant nor can Maidstone & Medway be held responsible for the conduct of tenants who enter into tenancy agreements. Notwithstanding the foregoing every effort will be made to secure the bona fides of an applicant before he/she is accepted as a tenant.

**Note:** We are pleased to recommend and offer a comprehensive rent and legal protection scheme which guarantees your rent.  
Details available on request

**Legal costs:** Notwithstanding the protection given to landlords under the Housing Act 1988 should legal action become necessary the cost of solicitors and legal action is entirely the responsibility of the owner.

**Taxation:** The owner agrees to indemnify Maidstone & Medway against their tax liability.

**INVENTORY / STATEMENT OF CONDITION**

Maidstone & Medway will compile the Inventory as part of its standard service without additional charge unless it is considered that the fixtures or furnishings are of exceptional value and require professional listing. Maidstone & Medway will not be liable for errors or omissions in the Inventory

Maidstone & Medway will check the inventory with the tenants at the commencement and termination of each tenancy.

The owner agrees that Maidstone & Medway will retain the tenant's deposit until agreement is reached between himself and the tenant with regard to loss or damage sustained during the tenancy.

**REPAIR AND CONDITION**

The owner agrees to hand the property to Maidstone & Medway in good, clean and safe condition and to keep in good repair the structure and exterior of the premises and installations for the supply of water, gas, electricity central heating and sanitation.

The owner agrees to the agent taking any action or reasonable expenditure that may be necessary to comply with statutory legislation.

Maidstone & Medway will normally undertake to pay for any repairs from rental money received. However, if no such funds are available the owner will be responsible to provide funds to pay any expenses incurred by ourselves in good faith for the general maintenance and well-being of the property.

Any appliances on the premises (e.g. cookers, washing machines, fridge/freezers etc.) are the responsibility of the owner to repair in the event of breakdown.

Maidstone & Medway will appoint approved contractors for repair and maintenance but cannot accept liability for faulty workmanship. Owners may choose to carry out repairs themselves or appoint their own contractors.

**GENERAL**

The owner agrees to abide by the Agreement he holds with the tenant whether he has signed the Agreement himself or whether the agent has signed on his behalf.

The owner further agrees to indemnify the agent against any unlawful act he may commit with regard to the tenancy.