

**SUMMARY OF OUR SERVICES, CHARGES AND ADVICE ON YOUR LEGAL RESPONSIBILITY
ALL FEES ARE SUBJECT TO VAT AT THE CURRENT RATE (EXCEPT COURT FEES)**

LETTING FEE:	50% of the first month's rent where managed and on a sole Agency basis or 65% on joint agency basis and 80% if let only
MONTHLY PROPERTY MANAGEMENT FEE:	10% of the gross rental regardless of revenue
TENANCY RENEWALS OR EXTENSIONS INCLUDING:	£75.00 +vat for renewals which include updating the status of deposit
LAND REGISTRY SEARCH:	£5.00
REGISTERING DEPOSIT WITH MY DEPOSIT:	£50.00
ADMINISTER DISPUTE VIA TDS AT THE END OF TENANCY:	£100.00
EPC CERTIFICATE VALID FOR 10 YEARS:	£85.00
ADDITIONAL/OPTIONAL SERVICES:	see our tariff of charges
RENT GUARANTEE AND LEGAL COSTS:	see our tariff of charges
YEAR END LANDLORDS STATEMENTS	£50.00(ONE OFF FEE).

LETTING SERVICE

Your property will be fully marketed by us on our website and other web portals including right move and Zoopla and a distinctive Envisage Sales and Lettings TO LET Board will be provided at your discretion.

All existing clients who have registered will also be advised that your property is on the market.

All viewings are accompanied, and we can hold keys when properties are vacant.

All clients will be fully credit referenced checked and work references will also be obtained (where applicable), in addition we will do an affordability calculation to ensure the clients can afford the monthly rent, and we shall obtain references from previous landlords/agents.

Should the applicant require a financial guarantor we shall check the references on the guarantor and ensure that they are a homeowner, with no outstanding mortgage arrears and they have a clean credit history.

We shall prepare and draft a shorthold assured tenancy agreement for a (period to as agreed once the property is let) minimum period of 6 months.

We shall take a month's rent in advance and a security deposit equivalent to a month's rent (can be higher in extreme circumstances) which will be registered as per your instructions.

It is a term within our tenancy for our managed properties that all rents are paid by standing order and we shall ensure that this is set up.

All tenants are advised to take out contents insurance to protect their goods and to protect your goods against accidental damage only.

If pets are allowed we shall ensure a suitable deposit is obtained prior to the tenants moving into your property and an additional addendum to the tenancy shall be drafted and signed by the tenants.

MANAGEMENT SERVICE

We provide a comprehensive typed inventory and a schedule of condition prior to the tenants moving in, this may include photos, and we shall advise all utility companies of the change of tenants.

We shall if instructed to do so register the deposit with My Deposits and provide the tenants with a certificate.

We provide a day to day service and report to you on any issues the tenants may have during the term of the tenancy.

Arrange any repairs you may authorise and pay this bill on your behalf.

Collect the rents on a monthly basis and pay you by electronic transfer or cheque, and provide you with a monthly statement via email/post. Copies of invoices for repairs will be provided upon request.

Arrange inspections and report our findings – this will determine the frequency of further inspections.

Should there be a need to issue notice for arrears, possession or rent increases we shall issue the relevant notices.

Arrange the renewal or extension of the tenancy agreement for a further period.

At the end of the tenancy we shall carry out a detailed final inspection and ensure the property is secure. Any issues shall be reported to you and we shall liaise with the tenants over any deductions, should there be any dispute over the deductions we shall prepare and submit a full report and evidence to My Deposits for them to adjudicate.

RENT GUARANTEE AND LEGAL FEES

We can at an additional cost provide rent guarantee for our managed landlords which is underwritten by a reputable insurer and you will benefit from no loss of monthly income and all legal expenses in respect of obtaining possession is fully covered, in

addition after possession has been gained the insurer will pay ½ month's rent for the following 3 months while a new tenant is found.

GAS SAFETY (Installation and Use) REGULATIONS 1998

It is the owner's responsibility to ensure a landlord gas safety certificate to be issued annually by a Gas Safe Registered engineer for each property and the tenant and agent shall be provided with a copy. The owner should also retain records of any previous gas safety certificates. The law requires you to keep copies of these certificates for a minimum period of 2 years.

ELECTRICAL EQUIPMENT (Safety) REGULATIONS 1994

All portable appliances that are supplied by the owner remain the responsibility of the owner and should be P.A.T tested by a qualified engineer at the start of each tenancy, and renewed annually. We recommend that fixed wiring should be checked by a qualified electrician once the property is 5 years old and at intervals of no more than 5 years thereafter. All electrical work and repairs etc must be carried out by an NICEIC approved electrician.

SMOKE ALARMS

A smoke alarm should be installed in each property, and it is recommended that this is hardwired into the electrics of the property by a qualified electrician. We also recommend that you have a heat sensor located in the kitchen.

GENERAL PRODUCT SAFETY regulations 1994

The owner should visually inspect all fixture and fittings which are to be left within the property to ensure they are safe and fit to use, the owner should remove items which are not safe to use.

FURNITURE AND FURNISHINGS (fire safety) regulations 1998 (amended 1993)

The regulations apply to such items of soft furnishings as chairs, sofas, futons, beds, cushions, seat pads, and pillows (but not carpets and curtains). Furniture manufactured before 1950 and not re-upholstered does not need comply. Furniture manufactured before 1990 was often manufactured with materials that were not fire resistant and must be removed from the property. Compliant furniture must be capable of identification by label attached to the item(s) by the manufacturer.

ENERGY PERFORMANCE CERTIFICATES

An Energy Performance Certificate must be produced before the property is marketed and must be renewed as required by law. This must be produced and given to a tenant free of charge.

FINANCE ACT

The self assessment system applies to all tax payers whether a UK or overseas resident. Landlords who reside overseas may apply to the Inland Revenue for an approval number which authorises the manager to pay rent without deduction of tax. However where no approval number is available the manager is legally bound to deduct tax at the basic rate. If a tenant pays rent directly to a landlord who is a resident overseas the tenant becomes responsible and can withhold the tax. Where the manager is required to remit tax return due quarterly to the Inland Revenue this will incur an administration charge of £25.00 plus VAT per quarter. Should the Inland Revenue exercise their powers and request information on UK landlords, a reasonable fee will be levied upon landlords residing in the UK who are responsible for their own tax affairs. Neither the Inland Revenue nor the manager will pay interest on monies held for the payment of tax liabilities arising from this contract. It is the responsibility of the owner to inform the manager in writing within 21 days if he is to be a non-resident landlord.

WATER ACT

The Water Act 2003 allows tenants who are renting a property for more than 6 months to apply for a water meter without the permission of the owner, and that council tax is payable by the landlord when the property is let as a holiday let, or let as a house in multiple occupation.

THE TENANCY DEPOSIT PROTECTION SCHEME – FOR ALL ASSURED SHORTHOLD TENANCIES WHICH STARTED AFTER 6TH APRIL 2007.

Tenancy deposit protection (TDP) schemes guarantee that tenants will get their deposits back at the end of the tenancy, if they meet the terms of the tenancy agreement and do not damage the property. Landlords must protect their tenant's deposits using a TDP scheme if they have let the property on an assured shorthold tenancy.

Landlords or agents must use one of the three approved TDP schemes to protect tenants deposits where these conditions apply. If any other scheme is used, deposits are not protected in law. The three approved schemes are:

Deposit Protection Service (DPS)

My Deposits

Tenancy Deposit Scheme (TDS)

If you don't protect your tenant's deposits when required to, your tenants can take you to court and you may have to repay them their deposit plus three times the amount of their deposit. You will also be unable to seek possession of your property in certain circumstances.

LEGAL RESPONSIBILITY

The owner accepts that they are solely responsible for keeping accurate records and to ensure that they fulfil their legal responsibility in respect of a number of safety issues and their legal position throughout the term of each tenancy and that the following should be addressed prior to the commencement of any tenancy:

Written consent from the mortgage lender should be obtained prior to letting the property. If the property is leasehold the head lease may require written permission to sub let.

The owner should ensure that their property is adequately insured for both the buildings and contents and ensure the insurance company are aware that the property is let. Should the property be vacant between tenancies the owner is responsible for ensuring the insurance company are fully aware of any void periods. Owners are advised to ensure they read the policy wording of their insurance.

A more detailed version of our terms and conditions will be made available when instructed to let your property and that will form the basis of our contract with our clients. The above is a basic summary of our fees, and your legal responsibility.

ADDITIONAL SERVICES AVAILABLE TO ALL OUR LANDLORDS

Inventories (Managed Properties Only) – Free of Charge

A comprehensive written inventory and schedule of condition which is a legally binding document in conjunction with our tenancy agreement.

Inventories (Let Only Properties)

Studio Flat	£75.00 Unfurnished	£100.00 – Furnished
1-2 Bedrooms	£ 100.00 Unfurnished	£125.00 – Furnished
3 Bedrooms	£150.00 Unfurnished	£175.00 – Furnished
4 Bedrooms	£200.00 Unfurnished	£250.00 – Furnished
5+ Bedrooms	Separate Negotiation	

Please note that check in, check out or any interim inspections are not included in let only properties.

Written Property Valuation - £150.00

We will visit the property and give you a written valuation of expected rental income; this can then be used when requesting funding from mortgage companies to purchase your investment. Should we receive instruction from you to let the property then the fee is fully refundable once the property has been let by us.

Transfer of Ownership - £100.00

Where the ownership changes during the course of a tenancy and the new owners do not require our management services we will charge this fee which partly covers the administration and dealing with the transfer of deposits and issuing the relevant notices to the tenant.

Early Surrender Charge - £250.00

Where a tenant needs to vacate early, i.e. prior to the end of their tenancy we will draft an early termination which will need to be signed by all parties. This cost can usually be recovered from the tenant.

Change of Personal Details – £75.00

Should the owner of the property move home and there is a change to address, contact telephone numbers or bank details we will update our system to reflect these changes upon written correspondence from the owner free of charge.

****Court Fees (Possession and/or Arrears Claims Only) - £250.00**

Should we be instructed to commence with legal proceedings to regain possession of the property, and/or to claim for a judgement against the tenant for rent arrears then the court fee will be due before we issue court proceedings by way of a cheque payable HMCS (Her Majesty's Court Service)

****Solicitors Fees (Possession & Arrears Claims Only) - £500.00**

In the extreme cases we need to employ a solicitor to process court paperwork and attend a court hearing in order to gain possession **AND** a judgement against the tenant for rent arrears. We require payment on account so that we can start with these legal proceedings. This does not include any fees involved with appointing a bailiff.

****Solicitors Fees (Bailliff Warrant of Possession Only) - £300.00**

Should the tenant not vacate following the expiry of the court order a warrant of possession must be applied for. This involves a bailiff visiting the property. There is also a separate court fee of £95.00 payable to HMCS.

****Accelerated Possession Fee (Possession Only Claim) - £300.00**

Should the tenant not vacate the property after being served formal notice but are not in arrears we must apply to the courts for order of possession. This fee includes one court appearance if necessary.

****Attending Court for Possession Proceedings - £100.00 per Hour**

Should we be required to attend court to give a witness statement and/or further evidence we charge an hourly rate as detailed above, this in addition to our management fee and the solicitor's fees.

****Tenants fees**—Our fees range from: 75.00-350.00—this will include drawing up any paperwork and guarantor paperwork where required.

****please note vat is not included in the above fees and need to be added**.**

****When landlords have their property fully managed on our rent guarantee scheme these costs shall not apply.**

Envisage Sales and Lettings Ltd reserves the right to change these fees without notice.