**AGENCY AGREEMENT**

 **LETTING AND MANAGEMENT**

 This Agreement is made between the Owner/s of the property as named at the end of this Agreement, called "The Owner", and the Agency name above acting as Agent for the Owner, and hereinafter called "The Agent".

A. THE SERVICE

1) Providing a rental valuation of the property, and offering advice as required.

2) Advertising as necessary, selecting tenants, arranging and carrying out viewings, obtaining references, dealing with negotiations.

3) Preparing and signing as Agent for The Owner a suitable tenancy agreement in accordance with current law.

4) Preparing an Inventory and schedule of condition at the charge shown overleaf.

5) Advising on and assisting in transfer of utility service accounts.

6) Collecting and holding a security deposit accordance with current legislation.

7) Receiving ongoing rental payments, preparing and forwarding to The and/or their accountant financial statements on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received

8) Advising on and ensuring compliance with Gas Safety (Installation Use) Regulations 1998 with regard to the inspection, maintenance, and keeping of records in respect of gas appliances in tenanted premises, The Owner being responsible for all costs involved.

9) Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire resistant standards of specified items supplied in Ole course of letting property, The Owner being responsible for all costs involved.

10) Advising on and ensuring compliance with Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the condition and safety of electrical equipment and appliances in tenanted premises, The Owner being responsible for all costs involved.

1l) Advising on and ensuring compliance with ffe Disability Discrimination Act 2005 with regard to the property, The Owner being responsible for all costs involved.

12) Advising on and ensuring compliance with the Housing Health and Safety Rating System (HHSRS) regard to die property, The Owner being responsible for all costs involved.

13) Inspecting the property periodically to ensure compliance with the terms of the tenancy agreement and any other relevant legislation.

14) Arranging repairs, maintenance or replacements to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, The owner being responsible for the cost involved.

15) Taking appropriate initial action event of rent arrears or any other breach of condition of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owners nominated representative who be responsible for taking any friåer action and meeting any costs involved.

16) Liaising with the tenant on a routine basis, arranging renewals of the agreement or check-outs, re-advertising and re-letting to new tenants as appropriate.

B. NOTES AND GENERAL TERMS

I) If a mortgage exists on the property, The Owner must obtain the lender's consent to let.

2) If The Owner is a leaseholder the terms of the lease the must be checked and any necessary consent obtained to let.

3) The Owner must ensure that adequate cover exists under both building and contents insurance, and must inform the insurers that the property is to be let.

4) The Agent's Service does not include supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting.

5) The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.

6) It is hereby agreed that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.

7) The Agent will not accept for frost or cold weather damage to water systems or subsequent damage caused at any time, The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.

8) Where The Owner is a resident in the UK income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be a resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received and forward the same to Inland Revenue.

9) Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.

10) This Agreement will remain in force during the whole period that a tenant(s) sourced by Robert Moy Estate and Letting Agents occupies the property, unless this Agency Agreement ends by mutual agreement between the landlord(s) and Robert Moy Estate and Letting Agents

11) The Consumer Protection (Distance Selling) Regulations 2000

 The parties hereby declare that pursuant to regulation 8(3) of the consumer protection(Distance Selling) regulations 2000 the right to cancel this landlord contract afforded to the landlord by the above regulations does not apply and accordingly there is no right on the part of the landlord to cancel this landlord contract once this document has been exchanged and completed between the parties.

C. FEES

(a) Letting Fee £...... Of the monthly rental plus Value Added Tax at the appropriate rate.

(b) Management Commission equivalent to........of rental received plus Value Added Tax at the appropriate rate.

The Letting Fee will be payable for each agreement granted to new tenants. An Administration Fee of £.... will be payable on the occasion of each renewal of an existing agreement

(c) Preparation of Inventory

Preparation of an inventory and schedule of condition is included within the initial letting fee charge.

(d) Excess Services

For all other services carried out by the Company, a charge of £..... per hour or part thereof will be levied.

(e) Sale of Property

In the event of a tenant or prospective tenant introduced by The Agent completing the purchase of the property at any time, a commission will be payable by The Owner to The Agent equivalent to one percent of the selling price.

I/we\* confirm that I/we\* have read this Agreement and wish to appoint The Agent to act on my/our\* behalf in accordance with the Service, Notes & General Terms and Fees as herein laid out. I/we\* further confirm that I/we are\* the sole owner/joint owners\* of the property.

Full address of property to be Let and Managed:…..........................................................................

….......................................................................................................................................................

Signed:…...........................................................................................................................................

Print Name/s:…......................................................................................Date....................................

 (IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Full address of owner(s):

…........................................................................................................................................................

…........................................................................................................................................................

…........................................................................................................................................................

Signed by or on behalf of Agent:…....................................................................Date.......................