

CITY AND COUNTY TENANCY MANAGEMENT

Terms & Conditions of Business

For the avoidance of doubt and for our clients' convenience, we have pleasure in setting out the Terms & Conditions form which instructions are accepted and where our fees become payable.

Vital = 12% + VAT (14.4% INCLUSIVE) (Not available to Overseas Landlords) Tick If Required

For example, If the monthly rental was £750.00 the Management Fee would be £106.50 per calendar month inclusive of VAT. Should the agreed rental be higher or lower than the example price below your commission fee will be correspondingly higher or lower.

1. Details & Photos
2. Marketing, portals and office
3. Accompany Viewings
4. Tenant Referencing
5. Immigration Check
6. Sign Up
7. Tenancy Agreement
8. Rent Arrears 2 x Letters & 2 x Calls
9. Key Holder
10. Rent Warranty (One month handling fee) Twelve-month policy, chargeable thereafter at £278.40 inclusive of VAT, auto renews, 14-day cancellation period from due date to cancel, will be charged at the daily rate.
11. UMS
12. Monthly statement

Set up fee of £495.00 +VAT (£594.00 inclusive)

In addition; (which are required as we are holding the deposit, which we have to do if managing)

13. Inventory 1-2 bed £225.00 +VAT (£270.00 inclusive of VAT) 3-4 bed £325.00 +VAT (£390.00 inclusive of VAT) 5 bed+ £425.00 +VAT (£510.00 inclusive of VAT)
14. Final inspection 1-2 bed £225.00 +VAT (£270.00 inclusive of VAT) 3-4 bed £325.00 +VAT (£390.00 inclusive of VAT) 5 bed+ £425.00 +VAT (£510.00 inclusive of VAT)
15. Deposit registration £6.67pcm +VAT (£8.00 inclusive of VAT)

- 16. Deposit dispute charged at £75.00 +VAT ph (£90.00 inclusive of VAT)
- 17. Land registry checks are compulsory on each property; these are charged at £5.00 +VAT each (£6.00 inclusive)
- 18. AML checks required on each individual owner charged at £20.00 +VAT each (£24.00 inclusive) annual charge.
- 19. Property inspections during tenancy, charged at £90.00 +VAT each with a minimum of two every twelve months (£108.00 inclusive of vat each, total minimum fee £216.00)
- 20. Renewal of tenancy £175.00 +VAT each (£210.00 inclusive of VAT)

OPTIONAL EXTRAS

- 21. Annual tax statements charged at £180.00 +VAT each (£216.00 inclusive of VAT)
- 22. Social media advertising charged at £75.00 +VAT each (£90.00 inclusive of VAT)
- 23. Floor plans charged at £75.00 +VAT each (£90.00 inclusive of VAT)
- 24. Void tenancy management charged at £90.00 +VAT pcm (£108.00 inclusive of VAT pcm)
- 25. Premium listing for your property charged at £250.00 +VAT (£300.00 inclusive of VAT)
- 26. If keys are required to be cut these are at the cost of the key plus our hourly fee of £54.00 +VAT (£64.80 inclusive)
- 27. Attending Court with Landlord for Evictions charged at £90.00 +VAT ph (£108.00 inclusive of VAT ph)
- 28. Attending eviction with bailiff £90.00 +VAT ph (£108.00 inclusive of VAT ph)
- 29. Selective License application process fee in addition to the cost of the Selective License £350.00 +VAT (£420.00 inclusive of VAT)

Signature by City & County 15% +VAT (18% inclusive)

Tick If Required

For example, If the monthly rental was £750.00 the Management Fee would be £135.00 per calendar month inclusive of VAT. Should the agreed rental be higher or lower than the example price below your commission fee will be correspondingly higher or lower.

If purchasing a property through City and County and Letting out, you qualify for our 'Investors Loyalty discount' which reduces the fee to 14% +VAT (16.8% inclusive of VAT)

1. Details & Photos
2. Marketing, portals and office
3. Accompany Viewings
4. Tenant Referencing
5. Immigration Check
6. Sign Up
7. Tenancy Agreement
8. Rent Arrears to conclusion or end of tenancy whichever comes first
9. Key Holder
10. Rent Warranty (Nil handling fee) Twelve-month policy, chargeable thereafter at £278.40 inclusive of VAT, auto renews, 14-day cancellation period from due date to cancel, will be charged at the daily rate.
11. UMS
12. Monthly statements
13. Floorplans
14. Deposit Registration
15. Buy to Let – One to One Discovery Meetings
16. Ongoing Tenant Credit Monitoring Service
17. Annual Portfolio Review
18. Access to In House Financial Services
19. Rightmove Premium Listing (Worth £300.00)
20. Social Media Advertising
21. Individual Brochure

- 22. Deposit Dispute Handling
- 23. Notices Issued (section 21/section 13)
- 24. Dedicated Sales Team Member/Asset Manager
- 25. Refurbishment Completion Meeting & Photos of Refurbishment
- 26. Finishing Plan Proposed
- 27. Furnishing Ordered & Presented
- 28. Void tenancy management, fourteen-day checks.
- 29. 15% discount from our selling fee should the property be sold during a Management term.
Set up fee of £495.00 +VAT (£594.00 inclusive)

In addition; (which are required as we are holding the deposit and which we have to do if managing)

- 30. Inventory 1-2bed £195.00 +VAT (£234.00 inclusive of VAT) 3-4 bed £295.00 +VAT (£354.00 inclusive of VAT) 5 bed+ £395.00 +VAT (£474.00 inclusive of VAT)
- 31. Final inspection 1-2bed £195.00 +VAT (£234.00 inclusive of VAT) 3-4 bed £295.00 +VAT (£354.00 inclusive of VAT) 5 bed+ £395.00 +VAT (£474.00 inclusive of VAT)
- 32. Land registry checks are compulsory on each property; these are charged at £5.00 +VAT each (£6.00 inclusive)
- 33. AML checks required on each individual owner as per the Land registry charged at £15.00 + VAT each (£18.00 inclusive) annual charge.
- 34. Property inspections during tenancy, charged at £75.00 +VAT each with a minimum of two every twelve (£90.00 inclusive of VAT each, total minimum fee £180.00)
- 35. Renewal of tenancy £150.00 +VAT each (£180.00 inclusive of VAT)

OPTIONAL EXTRAS

- 36. Annual tax statements charged at £150.00 +VAT each (£180.00 inclusive of VAT)
- 37. If keys are required to be cut these are at the cost of the key plus our hourly fee of £54.00 +VAT (£64.80 inclusive)
- 38. Attending Court on behalf of Landlord for Evictions charged at £75.00 +VAT ph (£90.00 inclusive of VAT ph)
- 39. Attending eviction with bailiff £75.00 +VAT ph (£90.00 inclusive of VAT ph)
- 40. Selective License application process fee in addition to the cost of the Selective License £320.00 +VAT (£384.00 inclusive of VAT)

SERVICE	ECONOMY	VITAL	SIGNATURE
DETAILS & MARKETING PHOTOS			
OFFICE & PORTAL MARKETING			
ACCOMPANIED VIEWINGS			
APPLICANT REFERENCING			
IMMIGRATION CHECK			
PERSONAL SIGN UP			
TENANCY AGREEMENT			
MONTHLY STATEMENTS			
KEY HOLDER			
UTILITY MANAGEMENT SERVICE			
RENT WARRANTY & LEGAL PROTECTION (HANDLING FEE)			N/A
RENT WARRANTY & LEGAL PROTECTION (NO HANDLING FEE)		N/A	
RENT ARREARS TO CONCLUSION OR END OF TENANCY			
INDIVIDUAL BROCHURE			
3D FLOORPLANS			
RIGHTMOVE PREMIUM LISTING			
SOCIAL MEDIA ADVERTISING			
DEPOSIT REGISTRATION			
DEPOSIT DISPUTE HANDLING			
DEDICATED ASSET MANAGER			
BUY TO LET-ONE TO ONE MEETINGS			
BUY TO LET'S SOURCED			
REFURBISHMENT COMPLETION MEETING AND PHOTOGRAPHS			
FURNISHINGS ORDERED & PRESENTED			
FINISHING PLAN PROPOSED			
ANNUAL PORTFOLIO REVIEW			
ACCESS TO INHOUSE FINANCIAL SERVICES			
ANNUAL TAX STATEMENTS			
NOTICES ISSUED S21 AND S13			
VOID TENANCY MANAGEMENT 14 DAYS CHECKS			
PROPERTY SALES FEE DISCOUNT			

Service Level Agreement Terms

We will:

1. Consult with the LANDLORD to understand the LANDLORD'S specific needs and preferences.
2. Advise the LANDLORD in relation to steps to be taken to ensure LEGAL compliance prior to TENANCY commencement.
3. Arrange comprehensive marketing of the PROPERTY to find the most suitable TENANT.
4. Ensure that the immigration status of all applicants, as appropriate is checked under Part 3 Chapter 1 of the Immigration Act 2014 and in line with current legislation, Right to Rent. Additionally, we will ensure all pre tenancy documentation required by law is issued to tenant(s)
5. Arrange and conduct accompanied viewings.
6. Take references appropriate to the circumstances of the prospective TENANT via an outsourced referencing company
7. Collect cleared funds as a security DEPOSIT (when instructed on one of our Fully Managed Packages), These monies will be logged with The Deposit Protection Service (DPS) (www.depositprotection.com). If instructed on a Let Only package, the LANDLORD shall make arrangements with the TENANT/S for payment of the deposit once references have been completed and a Tenancy commencement date has been set. The LANDLORD thereby accepts full responsibility in complying with the Housing Act 2004 with regards to registering the DEPOSIT within the permitted timeframe.
8. Collect initial month's rent as cleared funds, pay these monies (less fees) to the LANDLORD's nominated account within 21 x workings days of tenancy signed, and accounted for with a Tenancy Management Statement.
9. If the LANDLORD lives overseas, the AGENT must account to HM Revenue and Customs for the rental received. The LANDLORD must apply to HM Revenue and Customs for a Non-Resident Landlord approval number. An annual self-assessment tax form will have to be submitted by the LANDLORD to HM Revenue and Customs, adhering to their guidelines. A copy of the self-assessment tax form can be provided by the AGENT upon request.
10. The AGENT will prepare a MOVE IN SCHEDULE OF CONDITION and seek to agree with the TENANT within 14 WORKING DAYS of commencement of TENANCY.
11. Use our best endeavours at all times to pursue rents or other charges due from the TENANT and provide monthly accounts to the LANDLORD. These monies (less fees) will be paid into the LANDLORD's nominated account within 21 x WORKING DAYS of receipt of rent.
However, the AGENT will not be liable for the amount of any arrears nor for any legal or other costs incurred by the AGENT or the LANDLORD or any other party in respect of the recovery of such arrears.
12. Confirm that maintenance and repairs are carried out satisfactorily. The AGENT will make payments to the tradesmen on the LANDLORD's behalf and deduct it from the LANDLORD's Property Management Statement to a maximum of £200.00 (£300.00 in the case of overseas landlords). Please note, should a maintenance or repair exceed this limit, we will seek the LANDLORD's instruction. In the event of an emergency however, the AGENT will undertake to have this work carried out to ensure the safety of your PROPERTY and that of the TENANTS. Any resulting expenses incurred will be deemed to be with the LANDLORD'S authority and on the LANDLORD's behalf and deducted from the Property Management Statement in a process agreeable to both parties.
13. For any works instructed above £200.00 we are required to have the funds on account before we are able to place the works order unless acting under agent of necessity.

14. Where it is found that a condition of the TENANCY Agreement has been breached by the TENANT, the AGENT will take all necessary steps to resolve this situation and report to the LANDLORD on a continuing basis until the problem is resolved.
15. Remarket the PROPERTY. However, when the PROPERTY remains unoccupied between letting periods it must be distinctly understood that City & County do not accept responsibility for supervision of the PROPERTY when vacant (unless instructed on our Signature Package) however in normal circumstances where the AGENTS will ensure that the LANDLORD is advised. It is the responsibility of the LANDLORD to ensure that all services, especially water, are turned off where necessary and the central heating and water system is drained down.
16. Use our best endeavour to recover possession of the PROPERTY in accordance with instructions received but cannot be liable for any delays, damages or costs incurred if such vacant possession is not achieved within the time scale requested. It will be the responsibility of the LANDLORD to instruct solicitors. The AGENT will not be liable for any legal or other costs incurred in any action against current or previous TENANTS undertaken on the LANDLORD'S instructions.
17. Deduct fees and costs directly from the monies being received and will be accounted for by way of a TENANCY MANAGEMENT STATEMENT.
18. Endeavour to ensure that the LANDLORD complies with appropriate LEGAL and STATUTORY requirements, but we cannot be held responsible for any infringement by the LANDLORD.
19. We do not take responsibility for meter readings unless the location of the meter is supplied in this document and the meter clearly marked as identifiable to the particular property and we do not take water readings.

Useful information and General Terms

Notices

- If the LANDLORD wishes to cancel this agreement before a TENANCY has commenced, the LANDLORD may do so by writing to the AGENT at the AGENTS' address or via email to info@cityandcounty.net
- If the AGENT has committed expenditure or undertaken work, the LANDLORD agrees to reimburse the AGENT with those costs and expenses
- If a ready willing and able TENANT has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- If the LANDLORD wishes to cancel this agreement during a TENANCY (Full Management), the LANDLORD may do so by writing to the AGENT giving three months' notice in line with the rental due date, this must include the details of which deposit scheme they are a member of and their membership details. To allow for the orderly handover of the PROPERTY but not within the first fixed term. (Please note the AGENT will not be able to transfer the DEPOSIT without the written agreement of the LANDLORD and the TENANT. The AGENT will also need to be satisfied it will be properly re-protected after being handed over)
- If the AGENT wishes to end this agreement at any stage the AGENT will write to the LANDLORD giving reasonable notice to allow the LANDLORD to appoint another AGENT.
- Notice can be posted first class, recorded delivery or hand to the AGENT'S office for notices to the LANDLORD; or by email (electronic mail) to info@cityandcounty.net

Various

- It is agreed that the AGENT may from time to time vary the terms, fees or prices within this agreement (usually annually) in writing via letter or email. The AGENT will notify the LANDLORD of the proposed variations and such variations shall themselves form part of this agreement unless the LANDLORD declines the amendments, by written notification to the AGENT within fourteen days or receipt. At least one month's notice will be provided.
- The contacts (Rights of Third Parties) Act 1999 will not apply to this agreement
- This agreement will form the basis for the AGENT managing any other properties for the LANDLORD at which ever level of service the LANDLORD choose for each property.

Financial matters

- The LANDLORD will indemnify the AGENT for any claim, damage or liability suffered by the AGENT as a result of acting on the LANDLORD'S behalf unless this arises through the AGENT'S negligence or breach of contract
- The LANDLORD will pay all the AGENT for all the AGENT fees, commission and expenses appropriate to the level of service required by the LANDLORD as set out on this agreement or any revision of the fees, notified to the LANDLORD in accordance with this agreement.
- The AGENT will pay for the repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the LANDLORD will pay the AGENT any shortfall upon demand.
- The AGENT will negotiate the level of rent to be charged in consultation with the LANDLORD and may review the rent from time to time as the TENANCY agreement, law and rental market permits
- The AGENT shall be entitled to retain interest earned on any money held on the LANDLORDS behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to TENANTS earned while acting on the LANDLORDS behalf.
- The Full Management Service fees apply for the duration of the first initial term of the first tenancy. The LANDLORD may not give notice to change service during this period.
- The LANDLORD and the AGENT will comply with all requirements of HM Revenue and Customs.
- Where the TENANT is in receipt of Housing Benefit, the LANDLORD will pay and indemnify the AGENT for any requirement to refund Housing Benefit to the local authority.
- The LANDLORD will pay, reimburse and indemnify the AGENT for all cost incurred by the AGENT, howsoever arising or incurred by the AGENT in order to keep the PROPERTY compliant with the law.
- If the AGENT takes holding DEPOSIT on the PROPERTY from a prospective TENANT, if the prospective TENANT should default, these funds will be used to reimburse the AGENT'S costs and expenses
- The TENANCY DEPOSIT will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- The AGENT will choose a suitable scheme and comply with the initial requirement of that scheme.
- If the DEPOSIT is to be held by the AGENT, it will be held in the AGENT'S client account until the TENANT has vacated and the move out inspection concluded.

- DEPOSIT monies shall be paid out upon agreement between the LANDLORD and the TENANT, the decision of an adjudicator or an order of the court.
- The AGENT will try to assist in resolving any dispute

Data Protection

- The AGENT is required to be registered for the purposes of the Data Protection Act.
- The LANDLORD gives consent to their personal data being given to TENANTS, contractors, enforcement, agencies, insurance providers, utility providers, other partners and PROPERTY management software providers to enable the effective management of the property and to comply with LEGAL duties.

Our responsibilities

- The AGENT will not, as part of the regular management of the Tenancy, be responsible for the supervision or management of any major building work or refurbished of the PROPERTY unless agreed between the LANDLORD and the AGENT in writing prior to the commencement of the project and upon terms to be agreed, whereby works will be subject to an additional fee of 14.4% of the totally cost of works.
- The AGENT will not be liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contactor engaged by the AGENT, unless there has been any negligent act by the AGENT in relation to the selection or management of the contractor or the repair work.
- The AGENT will not be responsible for redirecting the LANDLORD'S post delivered to the PROPERTY.
- The AGENT will not be responsible to manage the PROPERTY whilst it is not let (unless instructed on our Signature Package)
- The AGENT will not be responsible for works between properties where a Managing Agent/Freeholder is appointed for the building management. The AGENT does not have any contractual obligation with the Managing Agent/Freeholder and all communication will be between the LANDLORD and the Managing Agent directly. The AGENT will only deal with works within the managed property if it is a direct result of the TENANTS actions, or general wear and tear on the property. The AGENT can manage leasehold queries on behalf of the LANDLORD, but this will be subject to an additional fee of 14.4% of the total cost of works and £120.00 +VAT (£144.00 inclusive of VAT) for each week the issue is on-going.
- The AGENT may delegate any of the services to be provided to the LANDLORD such as inventory taking or referencing of prospective TENANTS, where it does not adversely prejudice the LANDLORD by doing so.
- The AGENT will not be responsible for any latent (hidden) defect in the PROPERTY. If the LANDLORD has not disclosed such defects and these defects affect the terms of the TENANCY or cause nuisance to the TENANT, the AGENT can terminate the contract with immediate effect, and the LANDLORD will reimburse the AGENT for any loss of income for the full TENANCY period as originally agreed.
- The AGENT will not be liable for any loss or damage suffered by the LANDLORD via the act, negligence, and omission of any third party which may arise, other than through the negligence of the AGENT.
- The AGENT will not attend court or any tribunal in relation to the PROPERTY (Unless selected as an optional extra)

