

QB Lettings and Management Co t/a QB Group

82 Great Eastern Street
London EC2A 3JF

www.qblets.co.uk

Tel:+44 (0) 8454 636 856
+44 (0) 2071 250 542
+44 (0) 7961 644 344
Fax:+44 (0) 2088 199 575
e-mail: info@qblets.co.uk



Dear Sirs.

Re:

(The property)

1. Following your inspection on . I/We write to instruct you as agents the letting of the Property. I have received a copy of your Terms and Conditions, which are incorporated in this agreement.
2. I/We that I/we are the legal owners of the property and have full power and entitlement to enter into this agreement.
3. I/We am/are aware that if the Property is mortgaged it is my responsibility to notify the mortgagee of my/our intention to let.
4. I/We have been advised that if I/we hold a lease to the Property, then the freeholders consent may be required under the terms of the lease.
5. I/We have been advised that I/we must insure the Property and any contents belonging to me/us and notify the insurers of the intended letting.
6. I/We have been advised of my responsibilities under safety regulations and have received a copy of your Safety Regulation Fact sheet.
7. I/We have been advised that it is my/our responsibility to notify British Telecom, the Council Tax office and the Gas and Electricity companies of the tenancy and to arrange for all accounts to be settled prior to the commencement of the let.
8. The service I require **Letting and Management / Letting only / Management only / Introduction only / Rent Collection only**

I/We agree and confirm the above

Landlord(s) Name(s) in full:

Address:

Tel(h):

Tel(w):

Tel(m):

Fax:

e-mail:

Landlord(s) Signature.....Date.....

Sole letting Agreement

1. **The Property is to be offered by you on a sole letting basis. I/We understand that should the Property be let without the aid of QB Lettings and Management Co t/a QB Group, I/we will still be liable for the payment of your commission in full.**
2. **I/We instruct you on a sole letting basis for a period ofI/We understand that for this period your fees will be reduced toPlus VAT (if applicable at the time)**

Landlord(s) Signature.....Date.....

LANDLORD TERMS AND CONDITIONS RESIDENTIAL LETTINGS AND MANAGEMENT

PART 1 Commission and Fees Summary

Please find set out below, QB's Residential Property Lettings and Management services and scale of charges

NB. Final Agreed Fee by 1% per property for more than 1 property

1.1 Management and Sole Agency for first year
Second and further years

1.2 Letting Only (Sole Agency)
First year
Second and subsequent years

1.3 Management Only (Sole Agency)
First years Management
Second and subsequent years

The above figures apply to Tenancy Agreements

1.4 Introduction Only
Subject to minimum £250



- 50%

In the case of introduction only if the tenancy is renewed we recommend that the Rent Guarantee warranty is extended at a cost of £100.00 inclusive per every extra twelve month period.

Note: Applicable to all above – a Cancellation fee is payable if a tenant has been referenced and then the Landlord withdraws the property, having prior knowledge that the applicant is/has been referenced. Fee will be no more than £100.00 plus vat.

1.5 Rent Collection Only

This service is for Clients who are out of the Country and who wish the rent to be monitored by this company. (We cannot be held responsible for non-payment of rent).

- 5% of rent received

1.6 Inspection Only

We will inspect the property on your behalf and report back to you on the state of the interior and furnishings.

- £50.00

Other charges

1.7 Extension / renewal of tenancy and services as 1.1,1.2,1.3,1.4,1.5, & 1.6

1.8.1 Abortive Tenancies – Should you withdraw from any proposed tenancy we will charge and administration fee of £150.00, provided that everything agreed and we have already prepared the Tenancy Agreement.

1.8.2 Inventories – All inventories are done by a professional inventory clerk and charges are: studio flats £20.00; 1 bed flats £25.00; 2 bed flat/houses £35.00; 3 bed flat/houses £45.00; 4 bed flat/houses £55.00; 5 bed flat/houses £65.00

1.8.3 Extra Property Visits – Will be charged at £25.00

1.8.4 Disbursements – We reserve the right charge for key cutting, overseas telephone calls, overseas faxes and other expenses properly incurred on your behalf.

1.8.5 Courts and Tribunals

Appearances before the Rent Officer, Rent Assessment Committee, the County Court or any other court or tribunal or attending your solicitor will be by special arrangement only and will be the subject of an additional charge at £25.00 per hour. All Section 21 & Section 8 evictions are charged at a fixed price of £350.00 including all court expenses and court appearances if necessary.

1.8.6 Rent Guarantee – Total peace of mind for the landlord. If the tenant fails to pay the rent Homelet will pay the rent up to the end of tenancy (excluding the first months rent). This will cost one off payment of £50.00 plus VAT per tenant for the first six months and thereafter 3% of the rent plus VAT

PART 2 Payment Terms

2.1 Our commission fee becomes liable for payment when a tenant introduced to You by the QB Lettings and Management Co enters into occupation of the property

Our fee is calculated as a percentage (see 1.1, 1.2, 1.3, 1.4, and 1.5,) of the total rent reserved under the terms of the Tenancy Agreement and is payable in full at the commencement of the Tenancy for 1.1 and on a monthly basis for 1.2, 1.3, 1.4, and 1.5) until the end of the tenancy.

2.1.2 If we are not employed to collect the rent during the tenancy we will collect our fee from initial sums paid to us by the Tenant. When a tenancy is being extended or renewed, whether by us or not, We will send you an invoice for settlement within 7 days.

2.1.3 Our minimum letting fee is £200.00

2.1.4 Our fees for letting at 10% are payable. Final Agreed Fee rates will depend upon property valuation and will reduce by 1% per year, per property for more than 1 property to a minimum of 5% so as long as the same Tenant remains in occupation of the property,

PART 3 Pre Instruction Requirements

We can only accept your instructions on the basis that the following conditions have been met.

3.1.1 Fire & Furnishing regulations

You must ensure that all furnishings supplied conform to the Furniture and Furnishing (Fire) (Safety) Regulations 1988 and you will indemnify us should a breach of these regulations occur.

3.1.2 Gas Regulations

The landlord must ensure that the gas supply and all gas appliances and fittings provided are safe and properly serviced and comply with the Gas Safety (Installation and Use) Regulations 1994. A Gas Certificate will be required before the commencement of the Tenancy. A properly qualified engineer should then carry out a safety check on yearly basis thereafter. You will indemnify us should a breach of these regulations occur during the tenancy.

3.1.3 Electrical Equipment and Wiring

You must ensure that all electrical equipment provided and any wiring or plugs or sockets in the property are safe and properly serviced. Portable equipment must comply with the Electrical Equipment (Safety) Regulations 1994 and a Safety check should then be carried out on a yearly basis thereafter by a properly qualified engineer. You will indemnify us should a breach of these regulations occur during the tenancy.

PART 4 Description of Services

4.1 Letting and Management Service

Included in our letting service are the following, we will:

Sole Agent for first year [maximum]	-	10% (subject to rental value)
Second and further years (same tenant)	-	1% off per annual renewal to a minimum of 5% if no initial discount.

4.1.1 Carry out an initial inspection of the property and provide our opinion of expected rental value, furnishing and other pertinent matters.

4.1.2 Advertise the property as appropriate.

4.1.3 Arrange appointments for prospective tenants to view the property and accompany them where necessary or advisable.

4.1.4 Introduce prospective tenants.

4.1.5 Take up references on prospective tenants for your approval.

4.1.6 Instruct properly qualified engineers to carry out gas and electrical safety checks when requested by you or where you have failed to do so, the cost to be debited to your account.

4.1.7 Prepare, execute (if necessary) and complete the tenancy agreement together with appropriate legal notices.

4.1.8 Collect first months rent and Deposit from of the Tenant.

4.1.9 Extend or renew tenancies and execute any Extension of Tenancy Agreement on your behalf.

4.2 Letting Only Service

(We find tenant, do the inventory and renew agreements)

First year	-	8% if SOLE AGENCY
Second and subsequent years (same tenant)	-	6%

4.3.1 Management Only Service

(Landlord finds/supplies own tenant – we then manage the let)

First years Management	-	8%
Second and subsequent years (same tenant)	-	6%

Inventories-

Arrange for the preparation of an inventory by a professional inventory clerk. The cost will be debited to your account. It is your responsibility to satisfy yourself as to the accuracy of the inventory. QB Lettings and Management Co cannot accept responsibility for any claim arising out of an omission or error on the part of the inventory clerk, as they are not in our employ. Charges are as follows. Studio flats £20.00; 1 bed flats £25.00; 2 bed flat/houses £35.00; 3 bed flat/houses £45.00; 4 bed flat/houses £55.00; 5 bed flat/houses £65.00.

4.3.2

Outgoing-

Pay your regular outgoing for the property out of available funds held by us including bills for ground rent, service charge, water charges and maintenance charges but to exclude mortgage payments, buildings insurance and contents insurance. We will maintain a reserve of £200.00 to ensure that we have funds on account to meet such commitments promptly.

You must instruct the relevant authorities to forward the bills to us for payment and although we will do our best to query any obvious discrepancies it must be understood that we are entitled to accept and pay without question demands and accounts that appear to be in order.

4.3.3

Property Visits-

Carry out visits to the property every 2-3 months (approximately) and send you a written report. These visits will include non-expert investigation of apparent damage or defects that are noticed or brought to our attention by the Tenants. It should be appreciated that these visits can only extend to apparent and obvious defects and would not in any way amount to a structural survey of the property.

We will inspect the property on your behalf and report back to you on the state of the interior and furnishings.

- £50.00

4.3.4

Check Out-

Arrange for a professional inventory clerk to check the inventory and prepare a schedule of dilapidation (if required) at the end of the Tenancy. We will negotiate and agree dilapidation on your behalf and make appropriate deductions from the Tenants Deposit. If agreement is not reached with 30 days of the check out decision of QB Lettings and Management Co will be final and binding on your behalf.

Our decision as to repayment of the Deposit or any part of it to the tenant will also be final and binding.

4.3.5

Repairs-

We do not levy an additional charge for co-ordination of repairs/building works to your property except when the values of repairs exceed £300.00. We then charge a co-ordination charge of 10% of the total cost of the work. This also applies to insurance claims relating to repairs.

4.4.1 Introduction Only Service

QB Lettings and Management Ltd will find tenant and reference them

Subject to a minimum of £250.00 - 50% of one months rent

In the case of introduction only if the tenancy is renewed we recommend that the Rent Guarantee warranty is extended at a cost of £100.00 inclusive per every extra twelve month period.

Note: Applicable to all above – a Cancellation fee is payable if a tenant has been referenced and then the Landlord withdraws the property, having prior knowledge that the applicant is/has been referenced. Fee will be no more than £100.00 plus vat.

4.5.1 Rent Collection Only

This service is for Clients who are out of the Country and who wish the rent to be monitored by this company. (We cannot be held responsible for non-payment of rent).

- 5% of rent received

Hold the Deposit as your agent during the tenancy

4.5.2 Demand and make reasonable efforts to collect the rent from the Tenant, short of issuing court proceedings.

4.5.3 Transfer the rent, net of refurbishments, directly to a nominated bank account or send a cheque with a statement either on 2nd or 17th of the month depending on when we receive the rent. If the rent is received between 1st and 15th of the month, pay on 17th, if the rent is received between 15th and 31st of the month, pay on 2nd of the next month.

4.5.4 Prepare and send monthly remittance statement to you and/or your accountant.

PART 5 General Information

5.1 Tenancy Agreement

Unless we receive written instructions to the contrary we will use our standard form of Tenancy Agreement. Draft copies are available on request for inspection by you and your building society or solicitor.

5.2 References

The references checked will include verification of employment details together with a personal reference and credit check.

5.3 Refund of Fees

If a tenancy is terminated by operation of a break clause, we will refund the appropriate proportion of the fees on a proportion basis. If a tenancy is terminated by mutual agreement between you and the Tenant or through default by the Tenant, then none of the fees will be refunded.

5.4 Instruction of Solicitors

You will be advised of any rent arrears or breaches of tenancy, which come to our attention. However, if it is necessary for a solicitor to take action. You will be responsible for instruction his own solicitor and for all fees involved.

5.5 Overseas Landlords and Tax

If you are resident overseas or taxed as such we require you to complete Inland Revenue form NRL1- "Application to Receive U.K With No Tax Deducted". The form is available from QB Lettings and Management Co and will be forwarded to The Inland Revenue upon completion. If the Inland Revenue refuse or fail to issue with an exemption certificate, we will be legally obliged to deduct 25% of the rental income and remit the same to The Inland Revenue. You agree to indemnify QB Lettings and Management Co against all payment of tax, interest thereon and penalties levied in connection with your tax affairs.

5.6 Interest

No interest will accrue for your behalf on deposits, retention, tax reserves, rents, or any other sum or any other sum held by on your behalf.

5.7 Indemnity

You will agree to indemnify us against all costs, claims, and expenses properly incurred by us on your behalf.

5.8 Void Periods

Our management service does not include provision of any services or supervision of the property when it is not let.

PART 6 Landlord Safety Checks

All gas and electrical appliances and installations in rented accommodation should be tested and certified safe on an ANNUAL basis. In an event of an accident you as a Landlord must be able to prove that all appliances were safe.

The following safety inspections will provide you with the necessary checks to comply with both gas and electric regulations:

6.1 Gas Inspection & certificate (corgi safety check CP12): £75 +VAT

Inspection and test of the gas appliances, i.e. gas boiler, cooker and gas fires. Identifies the presence of any gas leaks or poisonous carbon monoxide.

A suitably qualified GAS SAFE registered contractor will carry out the inspection and the check will allow you to comply with the regulations found under the Gas Safety (Installation and Use) Regulations 1994 & Subsequent Amendments. A certificate will be provided.

6.2 Electrical Inspection and Certificate: £87 +vat

A visual and functional inspection of up to six domestic appliances and an earth loop test to 10% of the sockets within the property.

* PAT test - up to 6 x electrical appliances

* Visual & functional inspection of fixed wiring. Includes;

- check for exposed wiring, signs of scorching or over heating, broken sockets or light switches

- check existence of bonding & earthing.

- Test RCD & check 10% sockets for earth loop impedance

a qualified engineer will carry out the inspection and this check will allow you to comply with the regulations found under the Electrical Equipment (Safety) Regulations 1994. A certificate will be provided.

6.3 Energy Performance Certificate (EPC): £60 +vat

If you are renting or selling your property as of the 1st of October 2008 you will require an energy performance certificate also known as an EPC. This is required before marketing of your property can commence. The EPC lasts 10 years and is carried out by one of our accredited energy assessors.

PART 7 Definitions

In these terms and conditions the following expressions shall have the following meanings:-

7.1 “QB Lettings and Management Co t/a QB Group” – “QBLets.co.uk” and its successors in title or assigns.

7.2 “You” or “the Landlord”- The Landlord named in the instruction letter or his successors in title or assigns.

7.3 “The Property”- The Property specified in the instruction letter or any part thereof.

7.4 “The Tenant”- Any Tenant or Tenants of the Property from time to time by QB Lettings and Management Co or if the Tenant is more than one person then this expression shall be read and construed accordingly and will include any person who was within this definition who remains in occupation of the Property and if appropriate any employee of the Tenant or any person residing in or occupying the Property as licence of the Tenant.

7.5 “Tenancy”- the entire period that the Tenant remains in occupation of the Property including the Initial Letting Period and any extension, period of holding over, or new tenancy.

7.6 “Initial Letting Period”- shall mean the full length of the term of any tenancy entered into and for the purpose of calculation of fees due hereunder shall not take into account any termination clause or right to terminate any tenancy (whether or not the same is exercised) or any earlier forfeiture surrender termination or repudiation of same save as expressly otherwise agreed.

7.7 “Rent” or “Rent Reserved”- shall include all rents payable during the Tenancy and any sum taken as a Premium or consideration for grant, extension or renewal of it.

Safety Regulation Fact Sheet

The landlord has a general duty of care to ensure that the property and its contents are safe and properly maintained. However, there are three areas where the landlord and his agent have specific and clearly define obligations.

1. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (Amended 1993)

All upholstery and upholstered furnishings supplied as part of a tenancy must comply with current fire resistance standards. Such furnishings must carry the appropriate permanent labels to show that they comply.

This label is appropriate to new furniture, which meets the filling requirements and is both cigarette and match resistant.

This label is appropriate to new furniture with a limited range of cover fabrics. The cover fabric is not match resistant, but the furniture has an interliner which passes the specific test. The furniture meets the filling requirements and is cigarette resistant.

It is worth nothing that furniture manufactured prior to 1950 is not covered by the regulations because the defective materials that are now prohibited (in particular, unsafe types of foam filling) were not in use at the time

Any furnishings which do not comply with the regulations will have to be removed prior to start of the tenancy.

2. The Gas Safety (Installation and use) Regulations 1994

These regulations were introduced in order to reduce the number of deaths in rented property caused by carbon monoxide poisoning from faulty gas appliances. The gas supply and has gas appliances must be maintained in a safe condition by a properly qualified CORGI (Council of Registered Gas Installers) registered engineer. An annual safety inspection must be carried out and a service record maintained.

3. The Electrical Equipment (Safety) Regulations 1994

The regulations operate in much the same way as the gas safety regulations and place a legal obligation on the landlord and his agent to ensure that any portable electrical equipment supplied as part of a tenancy is safe. Regular safety checks are required and although no time period is specified we recommend that these are carried out on a yearly basis at the same time as the gas check. In general we now recommend that all unnecessary electrical items are removed from the property prior to the letting.

In the absence of a current gas or electrical safety certificate, safety checks will be have carried out before the commencement of any new let.

QB Lettings and Management Co and along with our partner company QB Property Development Co can provide competitive rates for these tests which can be carried out at short notice via our office.

Conviction under any of these regulations can result in a substantial fine and/or jail sentence