

Crucible Homes – lettings terms of business

These terms formulate the agreement between SYHA Enterprises Limited (the “Agent”) and the Landlord.

The aim of this document is to establish the relationships, rights and responsibilities of each party. This is a sole agency contract. We are a member of The Property Redress Scheme and we subscribe to the Code of Practice for Letting Agents.

	<u>Fully Managed</u>	<u>Rent Collection</u>	<u>Find Tenant Only</u>
Lettings market appraisal	✓	✓	✓
Online Marketing	✓	✓	✓
Floor Plans	✓	✓	✓
Accompanied viewings during office hours	✓	✓	✓
References including right to rent check	✓	✓	✓
Tenancy agreement	✓	✓	✓
Inventory and checkout (additional cost)	✓	✓	✓
Deposit Protection	✓	✓	✓
Energy performance certificates (additional charge)	✓	✓	✓
Gas safety certificate (additional charge)	✓	✓	✓
Rent collection/chasing	✓	✓	
Monthly statements	✓	✓	
Negotiate renewal of tenancy	✓	✓	
Regular property inspections	✓		
Tenant’s point of contact	✓		
Maintenance arrangement	✓		
Meter readings and advising utility companies and local authorities.	✓		
Deal with end of tenancy and deposit	✓		

Fully Managed T&C's

Section 1 - The Agents Responsibilities

- Carry out a valuation and property appraisal to be provided to the Landlord for agreement of the rent to be charged.
- Visit the property and advise on any repairs, refurbishment or other action required before initial letting of the property.
- Market your property through websites, news media (if agreed), To Let board, brochures, etc.
- Take internal and external photographs for the purpose of marketing the property.
- Arrange viewings with prospective tenants (accompanied if required, during office opening hours).
- Conduct the “Right to Rent” checks for the first tenancy, renewals and the expiry date of any applicable visa.
- Prepare tenancy agreement, and other necessary documentation in line with government policies.
- Collect the first month’s rent in advance and the Deposit.
- Collect rent from the tenant on the Landlord’s behalf on an on-going basis and send this to the Landlord less the agent’s fees and expenses.
- Register the Deposit with the DPS.
- Advise the Landlord on the responsibilities of being a landlord including mandatory regulations that you must comply with as a landlord.
- Advise the tenants on their responsibilities as a tenant.
- Take gas and electricity meter readings at the beginning and end of the tenancy, when an inventory has been ordered. (If the meters are accessible).
- When the tenancy ends the Agent will arrange for the property to be checked against the inventory (if the landlord had instructed one to be completed). This check will state the inventory clerks’ opinion as to whether the property is in a reasonable state of repair and/or subject to reasonable wear and tear. When applicable, the Agent will charge the tenant for any rent owing, damage or cleaning needed to the property.
- The Agent will be responsible for the day to day management of your property in accordance with the terms of this agreement.
- The Agent will undertake the instruction of repairs and maintenance that are needed to the property subject to the Landlord’s agreement except in the case of an emergency, in which case the Agent shall take such steps as are reasonably necessary and inform the Landlord as soon as is reasonably possible.
- The Agent will provide invoices for repairs and maintenance carried out at your property and the cost of the repairs and maintenance shall be deducted from the rent collected. Where the aggregate cost in one calendar month is greater than the rent payment due in a calendar month the Agent shall have the option to invoice the Landlord directly, and such invoice shall be payable immediately upon receipt.

- The Agent will report any repairs and maintenance required on changeover of tenants to the Landlord. If the Landlord requires the Agent to arrange those works the Agent shall have the option to deduct the cost from rent collected, or to invoice the Landlord directly, and such invoice shall be payable immediately upon receipt.
- Once the property is tenanted the Agent will carry out inspections during the tenancy. This will be carried out once every 6 months. If a tenant has been in situ for more than 2 years and inspections have been successful, then the inspections will be done annually.
- More frequent inspections will be undertaken should the Agent feel that this is necessary as part of the management process. If the Landlord requires further inspections, then these can be undertaken at a cost of £60 including VAT per visit. Inspections are of a limited scope, are of a generally superficial nature and are neither an inventory check nor a survey.
- The agent will get approval for all maintenance jobs at the property, unless advised by the landlord that they are able to complete without approval under an agreed amount.
- All maintenance jobs over £200.00 the agent will source a minimal of 3 quotes from independent contractors and send to the landlord for approval.
- The Agent will provide the Landlord with monthly written statements, via email setting out the rent collected in respect of the property, and any deductions made. This may be more frequent depending on when rental income is received and has been cleared in our client account.

Section 2 – The Landlord’s Responsibilities:

- The Landlord shall be responsible for the Agent’s Management Fee which shall be deducted wherever possible from the rent collected.
- The Agent’s Fee becomes due as soon as the property has been let, at which time the Agent will forward to the Landlord an initial statement of income, less the Agent’s charges and costs as soon as possible after the tenancy commencement.
- The Landlord will obtain any relevant mortgage lender’s consent or other necessary agreements to the letting of the property and inform the Agent of any special clauses they stipulate.
- The Landlord will notify its insurance company of the intention to let the property and ensure that the insurance cover on the building and/or contents is sufficient and current, especially public liability insurance providing the Agent with a valid copy of the insurance.

- The Landlord will provide the Agent with or give permission for the Agent to instruct a gas safety registered contractor to carry out a gas safety certification on an annual basis and ensure a valid certificate which is no more than 12 months old is supplied. Gas safety remains the responsibility of the Landlord. Unless instructed otherwise, the agent will automatically instruct a contractor to carry out the annual gas safety certification. The Landlord must undertake a gas safety check annually on all appliances and flues as well as keeping a record of each safety check and supplying to the Agent and all the tenants/prospective tenants a copy of the record within 28 days of the check being undertaken. Should the landlord wish to arrange their own gas certificate, the landlord will need to issue the agent with a copy by 9.00am on the due date, if this has not been received by the due date / time the agent will proceed to instruct a gas engineer to complete the safety check.
- The Landlord must ensure that there has been compliance with (where appropriate) the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available at this address for inspection by the Agent.
- The Landlord must comply with all relevant legislation without limitation to the letting of residential property.
- The Landlord must ensure that all appliances, pipework and flues are installed, maintained and serviced and where necessary repaired in a safe condition and good working order by a Gas Safe registered engineer.
- The Landlord will ensure that the Agent and the tenants know the location of (and understands how to turn off) the gas supply in the event of a gas leak.
- The Landlord will supply and give to the Agent and the tenant reasonable notice as to when a gas safety check will be undertaken.
- In the event that a heating appliance has been disconnected the Landlord will supply the Agent and/or the tenant/prospective tenant with emergency heating whilst also arranging for appropriate remedial work to be undertaken by a Gas Safe registered engineer.
- The Landlord will ensure that the property is supplied with a functional CO (carbon monoxide) alarm. This is law from 1st October 2015 for properties where a solid fuel heating system is used, i.e. coal or a log burner etc and the alarm must be situated in the room where the appliance is held.
- The Landlord will either undertake any works identified by the Agent as necessary when a tenancy has come to an end and the tenant has vacated the property or instruct the Agent. These works must be undertaken as soon as possible so that the property can be re-let.
- Prior to the commencement of a tenancy of the property the Landlord confirms that they have checked the property to ensure that any previous tenant has removed appliances safely or, if they have left appliances behind, ensure that they are either removed or checked for safety by a Gas Safe registered engineer. Furthermore, if it is suspected that any appliances could have been tampered with or there is a possibility of vandalism while the property was empty at any period of time that the Landlord will arrange for a further gas safety check to be completed by a Gas Safe registered engineer, before giving access to the Agent or the tenant(s). The Landlord will also at the same time arrange for the pipework to be inspected and tested for soundness.
- The Landlord will provide the Agent with, or give permission for the Agent to instruct, an EPC.

- The Landlord will fit functional smoke alarms on all levels of the property. This is law for new tenancies from 1st October 2015.
- The Landlord will ensure that electrical wiring and appliances are maintained regularly and are in a safe condition.
- The Landlord will provide a welcome pack with instructions for appliances, if applicable.
- The Landlord will ensure that all furniture and furnishings comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988.
- The landlord will carry out a legionella's risk assessment for the property and carry out any necessary changes to the property if a high risk is identified. This is the landlord's responsibility and not the managing agent.
- Prior to the first tenant taking occupation of the property, the Landlord will ensure the property is clean and in good repair and decorative order, internally and externally.
- The Landlord will provide the Agent with a correspondence address and telephone number for contact purposes which includes an emergency telephone number to be given to a tenant in the event of an emergency out of office hours. If an emergency telephone number is not provided to Crucible Sales & Lettings, then we or the tenant have the right to instruct a contractor and recharge the landlord without the landlord's permission.
- The Landlord will provide the Agent with a full set of keys for each tenant and a spare management set for the agent where the Fully Managed service is taken, to include garage, meter cupboard, any sheds and other outbuildings and window keys. If less than two sets are provided the Agent will have another set cut at the Landlord's expense. The Agent will ensure two sets are returned on termination of the let or otherwise charge outgoing tenant for replacements.
- The Landlord is ultimately responsible for the cost of any works or repairs carried out at the property in accordance with the terms of this agreement.

Rent Collection T&C's

Section 1 - The Agents Responsibilities

- Carry out a valuation and property appraisal to be provided to the Landlord for agreement of the rent to be charged.
- Visit the property and advise on any repairs, refurbishment or other action required before initial letting of the property.
- Market your property through websites, social media (if agreed), To Let board, brochures, etc.
- Take internal and external photographs for the purpose of marketing the property.
- Arrange viewings with prospective tenants (accompanied if required, during office opening hours).
- Conduct the “Right to Rent” checks for the first tenancy, renewals and the expiry date of any applicable visa.
- Prepare tenancy agreement, and other necessary documentation in line with government policies.
- Collect the first month’s rent in advance and the Deposit.
- Collect rent from the tenant on the Landlord’s behalf on an on-going basis and send this to the Landlord less the agent’s fees and expenses.
- Register the Deposit with the DPS.
- Advise the Landlord on the responsibilities of being a landlord including mandatory regulations that you must comply with as a landlord.
- Advise the tenants on their responsibilities as a tenant.
- Take gas and electricity meter readings at the beginning and end of the tenancy, when an inventory has been ordered. (If the meters are accessible).
- When the tenancy ends the Agent will arrange for the property to be checked against the inventory (if the landlord had instructed one to be completed). This check will state the inventory clerks’ opinion as to whether the property is in a reasonable state of repair and/or subject to reasonable wear and tear. When applicable, the Agent will charge the tenant for any rent owing, damage or cleaning needed to the property.
- The Agent will provide the Landlord with monthly written statements, via email setting out the rent collected in respect of the property, and any deductions made. This may be more frequent depending on when rental income is received and has been cleared in our client account.

Section 2 – The Landlord’s Responsibilities:

- The Landlord shall be responsible for the Agent’s Management Fee which shall be deducted wherever possible from the rent collected.
- The Agent’s Administration Fee becomes due as soon as the property has been let, at which time the Agent will forward to the Landlord an initial

statement of income, less the Agent's charges and costs as soon as possible after the tenancy commencement.

- The Landlord will obtain any relevant mortgage lender's consent or other necessary agreements to the letting of the property and inform the Agent of any special clauses they stipulate.
- The Landlord will notify its insurance company of the intention to let the property and ensure that the insurance cover on the building and/or contents is sufficient and current, especially public liability insurance providing the Agent with a valid copy of the insurance in place.
- The Landlord will provide the Agent with or give permission for the Agent to instruct a gas safety registered contractor to carry out a gas safety certification prior to each tenant moving in, or if a tenant stays in the property for more than 12 months, on an annual basis. Gas safety remains the responsibility of the Landlord.
- The Landlord must ensure that there has been compliance with (where appropriate) the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available at this address for inspection by the Agent.
- The Landlord must comply with all relevant legislation without limitation to the letting of residential property.
- The Landlord must ensure that all appliances, pipework and flues are installed, maintained and serviced and where necessary repaired in a safe condition and good working order by a Gas Safe registered engineer.
- The Landlord must undertake a gas safety check annually on all appliances and flues as well as keeping a record of each safety check and supplying to the Agent and all tenants/prospective tenants a copy of the record within 28 days of the check being undertaken and also ensure that prior to a tenancy commencing a gas safety record is no more than 12 months old is supplied.
- The Landlord will ensure that the tenants know the location of (and understands how to turn off) the gas supply in the event of a gas leak.
- The Landlord will supply and give to the Agent and the tenant reasonable notice as to when a gas safety check will be undertaken.
- In the event that a heating appliance has been disconnected the Landlord will supply the tenant/prospective tenant with emergency heating whilst also arranging for appropriate remedial work to be undertaken by a Gas Safe registered engineer.
- The Landlord will ensure that the property is supplied with a functional CO (carbon monoxide) alarm.

- Prior to the commencement of a tenancy of the property the Landlord confirms that they have checked the property to ensure that any previous tenant has removed appliances safely or, if they have left appliances behind, ensure that they are either removed or checked for safety by a Gas Safe registered engineer. Furthermore, if it is suspected that any appliances could have been tampered with or there is a possibility of vandalism while the property was empty at any period of time that the Landlord will arrange for a further gas safety check to be completed by a Gas Safe registered engineer, before giving access to the Agent or the tenant(s). The Landlord will also at the same time arrange for the pipework to be inspected and tested for soundness.
- The Landlord will provide the Agent with, or give permission for the Agent to instruct, an EPC.
- The Landlord will fit functional smoke alarms on all levels of the property. This is law for new tenancies from 1st October 2015.
- The Landlord will ensure that electrical wiring and appliances are maintained regularly and are in a safe condition.
- The Landlord will provide a welcome pack with instructions for appliances, if applicable.
- The Landlord will ensure that all furniture and furnishings comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988.
- The landlord will carry out a legionella's risk assessment for the property and carry out any necessary changes to the property if a high risk is identified. This is the landlord's responsibility and not the managing agent.
- Prior to the first tenant taking occupation of the property, the Landlord will ensure the property is clean and in good repair and decorative order, internally and externally.
- The Landlord will provide the Agent with a correspondence address and telephone number for the property and yourself, if you live at a different address.
- The Landlord will provide the Agent with two full sets of keys, to include garage, meter cupboard, any sheds and other outbuildings and window keys. If less than two sets are provided the Agent will have another set cut at the Landlord's expense depending on the number of tenants on the tenancy.
- The Landlord is ultimately responsible for the cost of any works or repairs carried out at the property in accordance with the terms of this agreement. Crucible will not be responsible for arranging or reporting maintenance as part of this contract.

Find Tenant Only T&C's

The Agents Responsibilities

- Carry out a valuation and property appraisal to be provided to the Landlord for agreement of the rent to be charged.
- Visit the property and advice on any repairs, refurbishment or other action required before letting the property
- Market your property through websites, social media (if agreed), To Let board, brochures, etc.
- Take internal and external photographs
- Receive and check perspective tenant and guarantor (if applicable) applications.
- Arrange referencing check on approved applicant and guarantor (if required).
- Advise you on the responsibilities of being a landlord including mandatory regulations that you must comply with as a landlord.
- Collect the first month's rent in advance and the deposit
- Register the Deposit with the DPS
- Prepare tenancy agreement, and other necessary documentation in line with government policies.
- Take gas and electricity meter readings at the beginning and end of the tenancy, when an inventory has been ordered. (If the meters are accessible).
- When the tenancy ends the Agent will arrange for the property to be checked against the inventory (if the landlord had instructed one to be completed). This check will state the inventory clerks' opinion as to whether the property is in a reasonable state of repair and/or subject to reasonable wear and tear.

The Landlords Responsibilities

- Agree to pay SYHA Enterprises Ltd a one-off fee (payable in advance).
- Obtain lenders or other necessary agreements to the letting of your property and inform us of any special clauses they stipulate.
- Notify your insurance company that you intend to let the property and ensure that the insurance cover on the building and/or contents is sufficient and current, especially public liability providing us with a valid copy of your insurance.
- Provide us with or give permission for us to instruct an EPC (payable in advance).
- Provide us with or give permission for us to instruct a contractor to carry out a gas safety certification prior to a tenant moving in (payable in advance).
- To fit a smoke detector on each floor in the property and test on the day of each move in. Crucible can do the test for you for an additional fee of £30.00 including VAT (payable in advance) or if you have an inventory this will be included within the cost of the inventory.

- Collect the monthly rent
- To ensure that electrical wiring and appliances are maintained in a safe condition.
- Provide a welcome pack with instructions for appliances
- Prior to first let, ensure the property is clean and in good repair and decorative order, internally and externally.
- Inform the utility providers with the details of the tenants, meter reading and date of occupancy.
- Check the tenant in and out of the property
- Ensure that any furniture or furnishings comply with the Furniture & Furnishings Fire Safety Regulations of 1988
- Furnish us with a correspondence address and telephone number for the property and yourself, if you live at a different address.

Please note that there will be instances where it will be necessary for us to communicate with you for administration and operational reasons relating to our service.

We will be required to hold and share your personal details with tenants, contractors, the local authority, utility companies for operational reasons.

General, Termination and Data Protection

General

Conditions and information applying to the sole letting and management service:-

- All fees and expenses are to be deducted from rent collected by the Agent, except if the fees or expenses due at any time to the Agent are greater than the rent received in any calendar month, in which case the Agent shall have the option to submit an invoice to the Landlord for the balance, which shall be payable on receipt. Where appropriate fees and expenses may also be deducted from the Deposit before the Deposit is released to the Landlord.
- If legal action is required against a tenant e.g. to obtain possession of the property or to recover any monies due under the tenancy, the Agent will advise the Landlord accordingly.
- The Agent will only use its standard Assured Shorthold Tenancy Agreement.
- The properties will be let on an Assured Shorthold Tenancy for an initial 6 month fixed period, which automatically converts to a Statutory Periodic Tenancy after the 6 month fixed period.
- The Agent maintains a designated client's bank account. Any interest paid or received from the handling of the account will be the property of the Agent.
- Additional costs, expenses and other losses the Agent might incur in acting as your agent in letting and managing your property must be paid for by the Landlord, provided that the Landlord has provided prior written consent.
- Rent collected by the Agent from the tenant will be forwarded (less the relevant deductions) to the Landlord promptly and generally within 5 working days of receipt of cleared funds by the Agent, but the Agent will not be liable for any loss that may occur due to any delay in the Landlord receiving the rent. If the tenant pays rent for the full term of the tenancy in advance, the Agent will hold one month's rent on account for any expenditures.
- If the Landlord wishes to enter into a Rent Guarantee Scheme this can be arranged at an extra cost.
- If you are a non-resident UK landlord, then we will deduct tax from the rental income we receive and pay this to the Inland Revenue. If you do not wish us to do this then we will require confirmation from the Inland Revenue of the exemption. Please contact the overseas department at the Inland Revenue for further information.
- SYHA Enterprises Ltd has the right to receive commission from external contractors that are used as part of the process of managing your property

Termination

Conditions applying to the termination of this letting and management service are as follows:-

- Either the Landlord or the Agent may end this agreement by serving three months' written notice on the other party, such notice to expire after the expiry of the initial 6 month fixed period of the current tenancy or by written mutual agreement (fully managed or rent collection service only).

- Withdrawal of the property, prior to letting will incur an administration charge of £240 including VAT to cover the Agent's expenses. If we have taken an application from a prospective tenant, then the landlord would need to cover the cost of the tenants' holding deposit so that this can be refunded back to the tenant.
- Unless the Landlord specifies that vacant possession of a property is required by the Landlord on a certain date the Agent will continue letting and re-letting the property (i.e. until advised otherwise in writing by the Landlord).

Data Protection

Please note that there will be instances where it will be necessary for us to communicate with you for administration and operational reasons relating to our service.

We will be required to hold and share your personal details with, tenants, contractors, the local authority, utility companies for operational reasons.

Property Information Form

Property Details

Full Property Address:

Gas Supplier:

Meter Location:

Standard or Pre-pay Meter:

Electricity Supplier:

Meter Location:

Standard or Pre-pay Meter:

Water Supplier:

Metered? Yes or No:

Meter Location: (if applicable)

Local Authority:

Council Tax Band:

Alarm Code(s):

Viewing Arrangements: **Landlord / Agent /**
(circle) **Other**

Keys:

Any Further Notes:

Landlord Information

Name: _____

Telephone Number: _____

Email Address: _____

Correspondence Address: _____

Bank Account Information

Bank Name: _____

Name on Account: _____

Sort Code: _____

Account Number: _____

Requirements & Restrictions

	Required	Agent to provide	Landlord to provide	Existing
EPC				
Gas Safe Cert				
Electric Safe Cert				
PAT				

	Benefits	Smokers	Sharers
Y / N			

	Students	Pets
Y / N		

Other Notes: _____

Service & Fees

All fees and percentages are inclusive of VAT.

Fully managed ☐

Agreed Rental Amount: (£)

Agreed Deposit Amount: (£)

One off fee: (£)

Management monthly %:

Rent Collection ☐

Agreed Rental Amount: (£)

Agreed Deposit Amount: (£)

One off fee: (£)

Rent collection monthly %:

Find Tenant Only ☐

Agreed Rental Amount: (£)

Agreed Deposit Amount: (£)

One off fee: (£)

Inventory and check out ☐

Agreed Amount: (£)

Signatures:**Signed:**

For and on behalf of SYHA Enterprises Ltd

Print Name:

Date:

__ / __ / ____

Rental Property Address:

The Landlord(s)

I/We declare that by signing the document I/we are entering into a legally binding agreement entitling Crucible Homes to let the property as detailed above.

I/We are the legal owner(s) of the property and have included proof of ownership, I/we also agree that I/we have obtained any necessary consents and/or licences.

I/we have read and understood the terms of this agreement.

Signed:

Print Name:

Date:

__ / __ / ____

Signed:

Print Name:

Date:

__ / __ / ____

Notice of Right to Cancel

After signing this contract, you have the right to a 14 day cooling off period which means that you can cancel the contract without incurring any fees however, if you want Crucible Homes to commence marketing with immediate effect then please sign the declaration below:

I agree that Crucible Homes can commence marketing the property with immediate effect and note that if I cancel the contract after the 14 day cooling off period then I am liable to pay the **£240 including VAT** withdrawal fee along with any tenant holding deposit if a tenant has been found.

Signed:

The Landlord(s)

Print Name:

Date:

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