

# CLIENT INSTRUCTION

## Terms & Conditions of Service

**Lettings & Property Management**  
Leasehold Block Management



**butlin**  
PROPERTY SERVICES



# RESIDENTIAL LETTINGS TERMS AND CONDITIONS OF BUSINESS

## DEFINITIONS

"Tenancy agreement" means a tenancy agreement between you and the tenant of the property.

"The property" means the property you have instructed us to let on your behalf the address of which appears on the final "authority to let" page of these terms and conditions.

"The tenant" means the person or persons you have granted the tenancy to.

"You/your" means the client names on these terms and conditions.

"Us/we" means Butlin Property Services Ltd (BPS), 40 Howard Road, Clarendon Park, Leicester LE2 1XG, company registration number: 5490778

"Our services" means our services described in these terms and conditions relevant to the services you require.

## TERMS & CONDITIONS OF SERVICE

### 1 CONDITION OF LETTING

The property must be in good condition for letting. In particular, it should be thoroughly clean and in good repair all domestic appliances in full working order.

A professional clean will be carried out by BPS prior to the first tenant occupation if it is deemed necessary.

Additionally, all legal requirements must be met and we will advise you further as required according to the property type and tenure.

### 2 PERMISSION TO LET

The landlord should ensure that:

1. If the property is leasehold:
  - a) Any intended letting is permitted by the terms of the lease.
  - b) Any tenancy is for a period expiring prior to the termination of the lease.
  - c) The written permission of your landlord, if necessary, is obtained for sub-letting.

If in doubt please refer to your lease.

2. If the property to be let is subject to a mortgage, permission must be obtained from the mortgagee prior to the letting. It should be noted that the mortgagee would usually have power to terminate the letting if the mortgage payments are not maintained and other requirements not complied with.

3. Authority to let the property is obtained in writing from any joint owner(s) who should be named in the tenancy agreement.

### 3 CANCELLATION FEES

Once we have informed you that we have taken a holding deposit from prospective tenants who wish to enter into a tenancy agreement and you have agreed for us to commence the referencing procedure, should you then decide to instruct another agent or let the property privately or withdraw for any other reason, a fee equivalent to a letting fee charged at 10% of the proposed annual rent or £600.00 (whichever is greater) including VAT will become immediately payable. This is to cover our marketing and administration costs.

### 4 INVENTORY

Unless instructed otherwise in writing we will prepare an inventory of the contents and condition of the property and this includes photos. The charge for the inventory is shown in the fees section and is applicable only if using any other service than Fully Managed. Our Fully Managed Service include inventories within the package.

Whilst we take care preparing the inventory and in giving instructions to inventory clerk, we cannot accept any liability for any errors or omissions in the inventory. A copy can be provided as required.

### 5 CHECK-IN & CHECK-OUT

At the commencement of a tenancy we will produce an inventory and schedule of condition of the property to include photos. We will also check the smoke alarms and take meter readings where relevant.

At the termination of the tenancy, we will again attend the property and check the tenant out as per the inventory that was produced at check-in and take meter readings where relevant.

## 6 WHERE YOU INSTRUCT US THAT YOU DO NOT WANT US TO PROTECT AN AST DEPOSIT

6.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

6.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

6.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

## 7 LETTINGS SERVICE

- i. We will provide you with a market appraisal of the property to ascertain a target rental figure. We will agree with you a rent to be quoted to potential tenants. The rent will be reviewed each time the property is let.
- ii. We will carry out advertising and preparation of marketing materials for inclusion on portal websites to which we have access and will employ initiatives relevant to the property as detailed in our prospectus and as are from time to time introduced.
- iii. We will liaise with potential tenants to arrange viewings.
- iv. We will conduct viewings and negotiate rent, rent deposit and other terms of the tenancy agreement.
- v. We take up personal, landlord and employer references and use a credit referencing agency for financial verification and credit history.
- vi. We prepare an assured shorthold tenancy agreement or company let agreement as required.
- vii. We collect the initial rent and deposit payable by the tenant in accordance with the Tenancy Deposit Scheme.
- viii. We ensure that service companies (gas, electricity and water) are notified of a user change at commencement of a tenancy.
- ix. We notify the local authority of the change of occupant for council tax.

## 8 MANAGEMENT SERVICES

The full management service includes letting services i - ix together with the following:

### **i. Dilapidation Deposit**

Unless otherwise instructed a deposit is collected in advance and held by ourselves in compliance with the tenancy deposit scheme throughout the tenancy.

At the end of the tenancy, once any damages have been agreed, the balance of the deposit will be returned to the tenant. You will pay the cost of the deposit being held in accordance with the Tenancy Deposit Scheme as detailed in our fees.

If a dispute arises with the tenant over the return of a deposit, a fee for dealing with such a dispute may be charged.

If you are holding your own deposit with a government approved scheme please provide supporting documents.

### **ii. Rent payment**

We will transfer your rental income less any deductions agreed within these terms as soon as is reasonably practical. It may be necessary for us to allow approximately 10 working days for rental payment to be cleared before transferring monies to your account. Rent will be paid immediately once we hold cleared funds from your tenant.

### **iii. Repairs and Maintenance**

We shall deal with day-to-day statutory management matters including minor repairs up to a maximum of £250.00 (or such limit as you shall advise in writing) for any one item, without reference to you. Except in an emergency, wherever practical estimates are obtained and submitted to you for approval in respect of maintenance or repair likely to cost more than £250.00.

## 9 KEYS

It is your responsibility to supply a full set of keys to the property for each tenancy and a full set of keys to us if we are managing the property.

Where keys are not supplied an administration charge will be made for this service in addition to the cost of cutting the keys and you hereby agree to these costs being deducted from your rental income. We reserve the right to request payment of monies on account of such costs.

## 10 AGENT BOARDS

You agree that we can place a 'To Let' or 'Let By' board outside the property at our expense unless there are restrictions placed under an agreement with a superior landlord.

## 11 TAXATION OF NON-RESIDENT LANDLORD

You must notify us in writing if you reside abroad. If you reside abroad H.M. Revenue and Customs will hold us as your agents responsible for the payment of any tax liability which arises on rents collected by us on your behalf unless you have obtained an exemption certificate.

If you do not hold a certificate and you are resident abroad it will be necessary for us to deduct income tax at the prevailing rate from the gross rent less allowable expenses and to pay such sums over to H.M. Revenue and Customs or other appropriate body at intervals as they direct.

## 12 AUTHORITY TO BIND

Unless otherwise agreed, our appointment is for an initial period of twelve months. You agree that you appoint us as your agent in connection with our services under this agreement and the tenancy agreement and authorise us (without any obligation to do so on our part) to enter the property and take all reasonable steps with regards to our appointment as agent under this agreement.

## 13 FEES

Commission is payable in full in advance for the period of the tenancy agreement on receipt of rent.

'Rent' includes any payment to be made by the tenant for the use of the property, whether expressed as rent, premium or any other form of payment and whether paid directly by the tenant or obtained by other means such as deduction from the dilapidation deposit.

If the letting continues for the period exceeding the period agreed in the original tenancy agreement, or if you grant a continuation, extension or renewal of the term originally granted, or you grant any new tenancy agreement to the same tenant or any person nominated or introduced by the original tenant, our commission will be payable as set out above and calculated for the term of the new period in question.

**CLIENT MONEY  
PROTECTION:**

**propertymark**

[www.propertymark.co.uk](http://www.propertymark.co.uk)

**INDEPENDENT  
REDRESS:**



[www.tpos.co.uk](http://www.tpos.co.uk)

# CORE SERVICES & FEES

PLEASE TICK TO CHOOSE REQUIRED SERVICE/S

Fully Managed Service Standard Landlord Fees (INCLUSIVE OF VAT) are as follows:

- ☐ **Management Fee:** 12% of rental income (10% + VAT)
- ☐ **New Let Fee:** £360.00 (£300 + VAT)
- ☐ **Deposit Registration Fee:** £66.00 (£55 + VAT)
- ☐ **Tenancy Renewal Fee:** £90.00 (£75 + VAT)
- ☐ **Arrangement of Works Fee:** 6% of invoice total (5% + VAT)

Let Only Standard Landlord Fees (INCLUSIVE OF VAT) are as follows:

- ☐ **Let Only Fee:** £600.00 (£500 + VAT)
- ☐ **Inventory Fee:** £144.00 (£120 + VAT)
- ☐ **Check Out Fee:** £120.00 (£100 + VAT)
- ☐ **Deposit Registration Fee:** £66.00 (£55 + VAT)

# CLIENT INSTRUCTION

## CLIENT INFORMATION

First Name:

Surname:

Address:

Postcode:

Trading As:

Home Tel:

Work Tel:

Mobile Tel:

E-mail:

# CLIENT BANK DETAILS

Rent payments are made to you by bacs transfer. Please therefore supply the account details where payments should be made:

Account Number:

Sort Code:

Name on Account:

# BUILDING INSURANCE INFORMATION

Landlords are normally responsible for insuring the building and their contents. The exception to this may be leasehold apartments that are insured communally and then recharged in your service charge.

Insurance Company:

Policy Number:

Butlin Property Services can provide you with a quote on preferential terms if required through its insurance division trading as UK Landlord Insurance Services. If you require a quotation please provide the following information:

Buildings Sum Insured:

Contents Sum Insured:

## PROPERTY TO BE MANAGED

Address:

Postcode:

## AGREEMENT

I, the client, state that I am legally entitled to hereby instruct Butlin Property Services Ltd to act as sole agent in respect of the letting and management of the aforementioned property.

I am entitled to, and do authorise Butlin Property Services Ltd to let the property and to act as my agent with authority to sign on my behalf any documentation that directly relates to the creation or termination of the relevant tenancy.

I have read and understood the terms and conditions of Butlin Property Services.

Client Name:

Print Name:

Client Signature:

Date:

Signed on Behalf of the Manager:

# LANDLORD FEES

## SCHEDULE 1/2

### LEVELS OF SERVICE OFFERED

	Let-Only: Fixed Price £600 (inc. VAT)	Rent collection: 6% of rent (inc. VAT)	Fully managed: 12% of rent (inc. VAT)
Agree the rental value	✓	✓	✓
Provide guidance on compliance with statutory provisions and letting consents	✓	✓	✓
Advise on refurbishment requirements	✓	✓	✓
Erect board outside property in accordance with Town and Country Planning Act 1990 (where possible)	✓	✓	✓
Market the property and advertise on relevant portals	✓	✓	✓
Carry out accompanied viewings (as appropriate)	✓	✓	✓
Find tenants	✓	✓	✓
Advise on non-resident tax status and HMRC (if relevant)	✓	✓	✓
Collect and remit initial months' rent	✓	✓	✓
Provide tenants with method of payment	✓	✓	✓
Deduct any pre-tenancy invoices	✓	✓	✓
Make any HMRC deduction and provide tenant with the NRL8 (if relevant)	✓	✓	✓
Advise all relevant utility providers of any changes	✓	✓	✓
Agree collection of any shortfall and payment method	✓	✓	✓
Demand, collect and remit the monthly rent		✓	✓
Arrangement payments for statutory requirements		✓	✓
Pursue non-payment of rent and provide advice on rent arrears actions		✓	✓
Undertake two routine visits per annum and notify the outcome to the landlord			✓
Arrange routine repairs and instruct approved contractors (providing three quotes)			✓
Security Deposit dilapidation negotiations			✓
Hold keys throughout the tenancy term			✓



# LANDLORD FEES

## SCHEDULE 2/2

### SETUP FEE: £360 (inc VAT)

- Agree the market rent and find a tenant in accordance with the landlord guidelines
- Advise on refurbishment
- Provide guidance on compliance with statutory provisions and letting consents
- Carry out accompanied viewings (as appropriate)
- Market the property and advertise on relevant portals
- Erect board outside property in accordance with Town and Country Planning Act 1990
- Advise on non-resident tax status and HMRC (if relevant)

### INVENTORY FEE: £144 (inc VAT)

- Preparation of report detailing condition of the property including contents. Photographs to support document

### DEPOSIT REGISTRATION FEE: £66 (inc VAT)

- Register landlord and tenant details and protect the security deposit with a Government-authorised Scheme
- Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of start of tenancy

### ADDITIONAL PROPERTY VISITS: £36 (inc VAT)

- To attend for specific requests such as neighbour disputes; more visits are required to monitor the tenancy; or any maintenance-linked visit

### ARRANGEMENT FEE FOR WORKS 6% of net cost (inc VAT)

- Arranging access and assessing costs with contractor;
- Ensuring work has been carried out in accordance with the specification of works
- Retaining any warranty or guarantee as a result of any works

### SALE OF PROPERTY TO TENANT OR THIRD PARTY:

£600 (inc VAT) - The introduction of a buyer (tenant or third party) subject to contract and issue of sales memorandum. Payable on completion of sale.

### OBTAINING MORE THAN TWO CONTRACTOR QUOTES: £12.00 (inc VAT) per quote

### RENEWAL FEE (LANDLORD'S SHARE): £90 (inc VAT)

- Contract negotiation, amending and updating terms and arranging a further tenancy and agreement

### CHECKOUT FEE when not included in fully managed service: £120 (inc VAT)

- Agree with tenant check out date and time appointment
- Check property against original inventory
- Negotiate with landlord and tenant any disbursement of the security deposit
- Return deposit as agreed with landlord and tenant to relevant parties

**THIS MAY NOT APPLY IN MOST CASES BUT SOMETIMES THERE ARE ADDITIONAL FEES. PLEASE READ BELOW FOR MORE INFORMATION**

- Remit any disputed amount to Scheme for final adjudication
- Unprotect security deposit
- Instruct contractors; obtain quotes; organise repairs /replacement/cost of any broken or missing items

### COURT ATTENDANCE:

£42 (inc VAT) per hour

### SERVING ARREARS AND POSSESSION NOTICES:

£60 (inc VAT)

### LANDLORD WITHDRAWAL FEES (before move-in):

£360 (inc. VAT) per tenancy. To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started.

### RIGHT TO RENT FOLLOW UP CHECK:

£18 (inc. VAT) per check.

Undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016. Notifying the Home Office should an illegal overstayer be identified. This does not apply to a Tenant-Find service.

### TENANCY DISPUTE FEE:

£96 (inc. VAT) per tenancy.

The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. This only applies where the agent has protected the deposit.

## FINANCIAL CHARGES

### INTEREST ON UNPAID COMMISSION:

3.6% above the Bank of England Base Rate from Due Date until paid.

### CONTRACTOR COMMISSION:

12% of contractors invoice (inc. VAT). To cover the costs associated with arranging and facilitating the visit of a vetted professional tradesperson.

### ADDITIONAL HMRC REPORTING FEES:

£36 (inc. VAT) per request.

Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

### FEES FOR PROVIDING AN ANNUAL INCOME AND EXPENDITURE SCHEDULE:

£36 (inc. VAT) annually.

### SAME-DAY PAYMENT FEES:

£6 (inc. VAT) per payment.

Should the landlord request a payment faster than the agreed timescales within their existing Terms of Business, this covers the costs of providing a same-day payment service.

**PLEASE ASK A MEMBER OF STAFF IF YOU HAVE ANY QUESTIONS ABOUT OUR FEES.**



# NOTICE OF THE RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The right to cancel only applies if the Landlord enters into an agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

Information for Landlords:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered into.

To exercise the right to cancel, you must inform the Agent at **77 Sibson Road, Birstall, Leicester, LE4 4DX, 0116 274 5778, [lettings@butlins.co.uk](mailto:lettings@butlins.co.uk)** of your decision to cancel this contract by a clear statement (eg. a letter sent by post or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## EFFECT OF CANCELLATION

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.

CUT HERE

Complete, detach and return this form only if you wish to cancel the contract.

## CANCELLATION NOTICE TO BE INCLUDED IN NOTICE OF THE RIGHT TO CANCEL

To: Butlin Property Services, 77 Sibson Road, Birstall, Leicester, LE4 4DX, 0116 274 5778, [lettings@butlins.co.uk](mailto:lettings@butlins.co.uk)

I/We\* hereby give notice that I/we\* wish to cancel my/our\* contract.

Your reference number:

Property Address:

Signed:

First Name:

Surname:

Address:

Postcode:

Date:

# Find us

Online [www.butlinps.co.uk](http://www.butlinps.co.uk)

## **Leicester Head Office**

40 Howard Road  
Clarendon Park  
Leicester LE2 1XG

## **Birstall**

77 Sibson Road  
Birstall  
Leicester LE4 4DX



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