

HOUSE CLICKERS SERVICES & CHARGES

(Select as appropriate – All prices Include VAT)

FULL MANAGEMENT

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10% per month + Please chose option for one off set up costs per let.

Rent protection Cover ☐ £23 per month upto £2000pm ☐ £28 per month for rents over £2000pm

£425 without Inventory ☐ Unfurnished Inventory £550 ☐ Furnished Inventory £ 625 ☐

4Beds+ £425 Without Inventory ☐ Unfurnished Inventory £650 ☐ Furnished Inventory £725 ☐

I/we agree for House Clickers Ltd to provide a Fully managed service which is to include the following.

- Collect an initial payment of rent and a deposit then subsequent monthly rent collection thereafter.
- Act as the main contact for the tenants and deal with all maintenance issues on the Landlords behalf with Landlords consent.
- Seeing through the whole deposit process from start to finish. (Conditions apply) *
- Transfer of all utilities at the start and end of a tenancy.
- Carry out Routine inspections throughout the tenancy and detailed reports forwarded to Landlords. First visit after 6 months then half yearly thereafter. Extra inspections can be done at an additional cost of *£100 per visit.
- Inventory, Check In / Checkout can be completed for an extra charge. *
- Carry out the annual Landlord Gas Safety Certificate on the Landlords behalf. *
- Serve relevant notices.
- Manage any rent arrears.
- Acquire quotes using our vetted experienced contractors and arrange for any works required on behalf of the Landlord with the Landlords consent.
- Co-ordinate and generate Tenancy agreements subsequent tenancy renewals at a cost of £80.

RENT COLLECTION ONLY SERVICE

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8% per month + Please chose option below for one off set up costs per let.

£425 without Inventory ☐ Unfurnished Inventory £550 ☐ Furnished Inventory £ 625 ☐

4Beds+ £425 Without Inventory ☐ Unfurnished Inventory £650 ☐ Furnished Inventory £725 ☐

I/we agree House Clickers Ltd to provide a Rent Collection Service which is to include the following.

- Collecting an initial rental payment and security deposit then monthly subsequent rent collection for the duration of the tenancy.
- Seeing through the whole deposit process from start to finish. (Conditions apply) *
- Inventory, Check In / Checkout can be completed for an extra charge. *
- Serve relevant notices.
- Manage any rent arrears.
- Co-ordinate and generate Tenancy agreements subsequent tenancy renewals at a cost of £80.
- *Carry out Annual Landlords Gas Safety Certificate on the Landlords behalf. *Charges apply.
- Inspections can be done at an additional cost of *£100 per visit.

TENANT FIND ONLY SERVICE

Please choose a box below

£425 without Inventory ☐ Unfurnished Inventory £550 ☐ Furnished Inventory £ 625 ☐

4Beds+ £425 Without Inventory ☐ Unfurnished Inventory £650 ☐ Furnished Inventory £725 ☐

I/we agree for House Clickers Ltd to provide a Tenant find only service which includes the Following.

- Tenancy agreement (AST unless stated otherwise) & Full in-depth referencing.
- Collect an initial rental payment of which the charges will be deducted from and balance transferred to the Landlord.
- (It is the landlord(s) responsibility to register the deposit in a registered deposit scheme and the tenancy agreement will not be signed until proof of registration has been received by Ltd)

Signature _____

Date _____



***SAFETY CERTIFICATES** – Please note Gas safety tests and an Energy performance certificate are a legal requirement and compulsory the other test are advisory but not compulsory therefore if you choose not to have the advisory tests done you accept full liability and any consequences.

Please forward the following documents if you have them or tick the box to the left if you wish to arrange yourself:

Gas Safety	<input type="checkbox"/>	If you require us to organise one please tick this box (£85.00)	<input type="checkbox"/>
Fixed Wire Test	<input type="checkbox"/>	If you require us to organise one please tick this box (£180)	<input type="checkbox"/>
Portable Appliance Test	<input type="checkbox"/>	If you require us to organise one please tick this box (£80.00)	<input type="checkbox"/>
EPC Report	<input type="checkbox"/>	If you require us to organise one please tick this box (£85.00)	<input type="checkbox"/>

If you are a resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually NRL1, NRL2 or NRL3) quoting our company name and registered office 10 Carew Close, Yarm, TS15 9TJ and post it to the Non-resident Landlords scheme, Financial Intermediate and claims office, Unit 366B, St Johns House, Merton Road, Merseyside, L69 9BB. If you have already received confirmation of self-assessment, please send us a copy of your exemption certificate. If we do not receive this form, we will retain 20% of all rental payments and submit to the Inland Revenue on your behalf.

1. Permissions and Consents

In signing these Terms and conditions of business you are confirming the following: -

- In the case of joint ownership all owners (as they appear on the title of the property) will be named on the Tenancy Agreement and that if signing on their behalf this will be by way of power of attorney created (as a deed) by a solicitor.
- That you have suitable Landlord insurance in place or that your insurance company has consented to extend cover on the property and its contents for the duration of the tenancy, such cover to include third party and occupier's liability risk.
- You are accepting full responsibility for obtaining and maintaining all necessary planning permission and mortgage consent relating to the property.

2. Charges

- All Fees and charges are inclusive of VAT and are only applicable on the commencement of a Tenancy.
- The full management and rent collection services are charged as a percentage of the monthly rent and deducted monthly from the rent or from any other monies that we hold on your behalf or Charges can be paid in full prior to the commencement of the tenancy if you wish to do so.
- Full management and rent collection charges are payable by you for the whole time that the tenant introduced by us remains in occupation of the property.
- If there is more than one landlord named all parties will be held joint and severally liable for any charges.
- A tenancy renewal charge of £80 is payable on the renewal of any tenancy to cover costs of drawing up a new tenancy agreement. Renewal charges must be paid upon or prior to the start of the renewal of the tenancy, if we do not hold sufficient funds to pay our charges, we will invoice you and deduct from the rent.

3. Other Charges

- Should the property be let to an applicant either privately or through another agent that has been introduced by House Clickers Ltd payment of all fees will be applicable.
- If the Landlord reneges once references and contracts have been drawn, then charges of £360 as an administration cost will be applicable.
- Payments made by credit card will be subject to an additional charge of 3%
- Should you wish to terminate our fully managed or rent collection service such a change will be subject to the agreement of your tenant and cannot be undertaken until the end of the existing fixed term tenancy. If you wish to terminate the management of your property during a tenancy, then Two months' written notice must be given and a charge of £400 will apply.
- Where House Clickers Ltd do not manage the Tenancy a charge for creating and serving notices will apply at a charge of £80 per notice and subsequent charges which will be agreed in advance if any further work is required.

Signature_____

Date_____



4. Preparing the Property for tenancy

- The Landlord must ensure the property is professionally cleaned and receipts provided therefore the tenants will be expected to do the same when vacating. If we consider it necessary, that the property needs cleaning we will arrange for a cleaner to clean the property prior to the start of a tenancy and you will be liable to pay the appropriate contractor's invoice and we will charge an administrative fee of 10 % of the total invoice. *
- Manuals for appliances and heating to be left in the property. If you no longer have these we can source and print off for a small charge. *
- Following a specific request by you we can assist in the preparation of the property for tenancy for example arranging for any rubbish to be collected or furniture to be removed etc. An administrative fee of 10 % of the total invoice will apply. *

5. Deposits

- For all Assured short Hold Tenancies where House Clickers Ltd either Fully manage or Rent collect, the deposit will be registered with the DPS <https://www.depositprotection.com/> . For Tenant find only services we would not accept responsibility for registering the deposit therefore if you choose this service or decide to protect the deposit yourself, you would be required to register the deposit and forward to us the proof of registration prior to the start of the tenancy. Once we have confirmation of registration, we can transfer the funds to you.
- At the end of a Tenancy where House Clickers Ltd Fully manage or rent collect, have registered the deposit and conducted an inventory/check in, a check out will be completed and you would be notified of any damages and if any deductions need to be made from the deposit. We would request quotes from approved contractors for any repairs and provide you with the costs, you are also free to have your own quotes done. Once the costs are finalized this will be put to the tenants for approval if the tenants are in agreement then the amount will be processed through the deposit scheme to which they will have to give their final approval for the deposit deductions. After approval has been given the deposit scheme will release the relevant amount to the tenants and to us of which we would promptly forward to you. If you request for House Clickers Ltd to complete any repairs, we would require upfront payment before doing so, we would not wait to take payment from the deposit in case of a dispute.
- Where there is a dispute House Clickers Ltd would act on your behalf however we reserve the right to decline any dispute being dealt with by ADR where we feel there is no reasonable prospect of success of your claim or where any fees payable under this section remain unpaid. Where ADR has been declined by us, you remain entitled to make a claim in the court against the tenant; you will be responsible for any costs involved in making any such claim.
- All parties agree to co-operate with any procedures put in place to resolve any disputes and further agree to be bound by the terms of any decision made by the adjudicator appointed by the appropriate tenancy deposit scheme where the dispute has been referred to for alternative dispute resolution. Any costs associated with the dispute resolution shall be split equally between yourself and the tenant, subject to any decision made as to fees as a result of the ADR. It is not compulsory for you or the tenant to refer any dispute in this manner, you or the tenant may, if either chooses to do so, seek the decision of the courts.
- Please be advised that No interest shall be paid on the deposit to either you or the tenant.
- In the case of a Tenant find only service or if no inventory has been completed or if an inventory has been completed by you, if you hold or you have registered the deposit yourself House Clickers Ltd will only act on an advisory basis, you will be responsible for agreeing with the tenant any deductions, adjudication and release of the deposit.
- Any deposit funds held by us as an agent will be held as a stakeholder and in a bank account designated as a 'client account' and separate from our own funds. Our primary banking relationship is with **HSBC**.

6. Inventory check - in, check – out

- Where instructed, House Clickers Ltd will arrange to draw up an inventory of your property's fixtures, fittings and contents, and complete a check- in report at the start of the tenancy. The cost of these will be the responsibility of the Landlord.
- House Clickers Ltd does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents.
- Where instructed to complete a Check –out we will arrange for the tenant to be checked-out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.

Signature_____

Date_____



7. Keys / Key holding service

- We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.
- Tenants will require 1 set of keys for each occupant, where you have not provided sufficient sets, we may cut additional sets and invoice you for this service.
- House Clickers Ltd key tagging system ensures third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, House Clickers Ltd liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

8. Management / Management while property is vacant

- During void periods, we will continue to manage the property up to a maximum of 30 days, however we cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the Landlord requires supplies to be turned off or disconnected during this period, House Clickers Ltd must receive instruction in writing and will arrange for the required contractor to attend at the Landlords expense. The Landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.
- I give authorisation to carry out maintenance repairs up-to the value of £120 without further consent. On the first Let Management facilities will not take effect until the tenant has taken up occupancy.
- House Clickers Ltd will manage and oversee the maintenance of your property through-out the tenancy plus up-to a maximum of 30 days after checkout at re-let stage using our approved local contractors or the Landlords requested contractors.

9. Arrears

Should the tenant fall behind with the rent we will automatically adopt our arrears process, keeping you up-to date at suitable intervals. We will also notify you of any other significant breaches of the tenancy agreement accordingly.

10. Transfer of Rents

On receiving cleared funds, we will transfer all rents received directly to your bank account within 3-5 working days, subject to statutory and bank holidays.

- We will provide you with monthly statements showing rents received and transferred to you plus any deductions made in respect of property management issues, repairs and maintenance.

11. Other Service and Information

In order to assist with the marketing of your property we may erect a To Let/Let By board unless you instruct us otherwise.

12. Termination and Suspension

We reserve the right to suspend the provision of our managed or rent collection service in the event that any payments from you are outstanding. We shall not be obliged to continue to provide our services until payment is made in full. We will not be liable for any loss suffered by you during any period of suspended service.

- Two months' written notice must be given by either party if for any reason you (The Landlord) or we (The Agent) wish to terminate the Terms of Business. However, our fees remain due and payable by you as stated in section 5 (Other Charges)

13. Safety and Legal Formalities

I/we declare that on signing this agreement I/we have read and understand the safety regulations contained in this Terms of Business and that all of the property including its services, furniture, fixtures and fittings comply (and will continue to comply) with the following legislation.

- Gas Safety (Installation and use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Part P Building Regulations (Electrical Safety in Dwellings)
- Building regulations smoke alarms) 1991
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
- Any other provisions that are the statutory responsibility of the Landlord or are otherwise safety provisions.
- Please note that the water act 2003 allows the tenant if renting the property for longer than six months, to apply for a water meter without your permission

Signature_____

Date_____



- Water and Bacterial control is an approved code of practice issued by the Health & Safety Executive containing requirements and guidance to let residential properties. Under the ACOP you must ensure risk from exposure to legionella and the property is properly assessed and controlled. Further information can be found on www.hse.gov.uk (At your request and expense we can arrange for the property to be assessed and any required works completed)
- Before marketing the property, a valid Energy performance certificate must be commissioned or received and forwarded to House Clickers Ltd
- Working smoke alarms must be installed on every floor
- Carbon monoxide monitors must be fitted in all Any Room with a solid fuel appliance.

14. Exclusion of Liability / Disclaimer

Our services will be provided with due diligence and care however we are unable to give any warranty or guarantee regarding the quality, fitness for purpose, timely rental payments, vacant possession at the end of tenancy or otherwise and cannot be held liable by the landlord in such events.

- For services provided by a third party and we cannot accept liability for any failure on their part.
- Force Majeure shall not entitle either party to terminate the Lettings Terms and Conditions and neither party shall be in breach of the Lettings Terms and Conditions, or otherwise liable to the other person for any delay in performance or non- performance of any of its obligations due to circumstances beyond its control.
- Each condition in these Lettings Terms and Conditions excluding or limiting liability operates separately. If any provision or part of a provision is held by a court to be unreasonable or inapplicable the other parts shall continue to apply.

15. Amendments

House Clickers Ltd may change or add to the terms if this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.

16. Complaints Procedure

Although we strive to offer you the highest level of service, we recognise that you may not always be satisfied with what we deliver for you. In the first instance we would encourage you to discuss any issues verbally and informally with us and we will endeavour to try and resolve any issue(s) raised. If matters cannot be resolved in the first instance then we would require you to put your concerns in writing, this would be acknowledged within 3 working days, the matter will be addressed and a response will be returned hopefully with a resolve within 21 working days. If for whatever reason you feel we have not been able to resolve your complaint satisfactorily the next step would be to contact The Property Ombudsman of which we are members. www.tpos.co.uk

17. Right to Cancel

The Right to Cancel off-premises contracts is regulated by provisions contained in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: Contracts entered into off-premises or at distance are subject to a 14 day "cooling off period". Where contracts are made off premises, you have the right to cancel the contract within a 14-day period starting the day after the date these terms and conditions are agreed - **SUBJECT TO THE TERMS BELOW.**

In the event you wish to cancel the contract you must, within the 14 day "cooling off period", inform House Clickers of your decision to cancel by email to enquiries@houseclickers.co.uk

Where contracts are cancelled within the specified 14 day "cooling off period" and you have not instructed House Clickers to begin any of the Services, there will be no charges due and you will be entitled to a full refund of any payments already made. -

I/We would like to confirm the cancellation of the contract previous agreed with House Clickers in accordance with the right to cancel policy.

Signed _____

Date_____

Print Name _____

Signature_____

Date_____





HOUSE CLICKERS - Lettings Terms & Conditions

I hereby Appoint House Clickers Ltd as my agent and to undertake all subsequent marketing and management if so instructed for the property mentioned below in accordance with the Terms of Business until such time as the Terms of Business are terminated in writing. On signing this agreement, I/we confirm that I am/ we are the Landlord(s) and legal sole/joint owner of the property and I consent to House Clickers Ltd signing this and future Tenancy Agreements on my behalf. Please note all charges and fees are Inclusive of VAT.

Property

Address: _____ Post Code _____

Utility Suppliers:

Gas Supplier: _____ Electricity Supplier: _____

Council Tax: _____ Water: _____

Management Company Name (If Leasehold) _____

Address: _____ Post Code: _____

Telephone: _____ Email: _____

☐

Please tick the box and provide payment details if you require House Clickers to pay the relevant service charges from the rent.

Amount: £ _____ Account Number: _____ Sort code: _____

Landlord Details -

(Mr /Mrs/ Ms/ Miss/ Dr/ Prof)

Name: _____

Address: _____ Post code _____

Telephone: _____ Email: _____

Bank Details:

Bank: _____ Branch: _____

Account Name: _____

Account Number: _____ Sort Code / /

Accountant Information (If applicable)

Company: _____

Address: _____ Post code _____

Telephone: _____ Email: _____

Signature _____ Date _____

