 

**TERMS AND CONDITIONS OF BUSINESS**

This agreement sets out the services we provide to you and also sets out your responsibilities as a Landlord. This agreement will become a binding contract once it is signed by you, the Landlord, or Green Door and/ or Alexander Lewis have commenced providing our services. This is subject to the right to cancel as explained in this document.

Please read this Agreement carefully as it provides a summary of the services offered by Alexander Lewis and Green Door.

**THE SERVICES AND FEES – VAT is included on these fees. (Optional parts of the service have the costs detailed underneath each section)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Services** | **Let Only** | **Rent collection** | **Full Management** |
| Monthly fee | % | % | % |
| Pre Tenancy Administration fee | £216.00 | £216.00 | £216.00 |
| Carry out Tenant references and right to rent checks | ✓ | ✓ | ✓ |
| Draw up the Tenancy Agreement and send out for signing | ✓ | ✓ | ✓ |
| Changes to Tenancy Agreement after it has been issued | ✓  £30.00 | ✓  £30.00 | ✓  £30.00 |
| Withdrawal from proceeding with a tenancy after the terms have been agreed | ✓  £150.00 | ✓  £150.00 | ✓  £150.00 |
| Take initial rental and deposit | ✓ | ✓ | ✓ |
| Register deposit in Government approved scheme | ✓ | ✓ | ✓ |
| Ensure the property is compliant this will include checking/arranging for a gas safety certificate, electrical certificate, checking smoke and CO alarms, and legionnaires testing | ✓  £90.00 | ✓  £90.00 | ✓ |
| Arrange an inventory and check in | ✓  £60.00 | ✓  £60.00 | ✓ |
| Arrange for a professional clean to be carried out | ✓  £60.00 | ✓  £60.00 | ✓ |
| Collect rental payments and provide statements |  | ✓ | ✓ |
| Chase rental arrears |  | ✓ | ✓ |
| Provide a quote for buildings and contents insurance |  |  | ✓ |
| Provide a quote for rent and legal protection insurance |  |  | ✓ |
| Arrange for annual safety checks to be carried out (to include gas safety certificates, electrical certificates) | ✓  £60.00 | ✓  £60.00 | ✓ |
| Ensure all routine maintenance is  carried out (boiler services, breakdown cover, alarm maintenance etc) |  |  | ✓ |
| Carry out property visits (two per year included in full management) | ✓  £60.00 | ✓  £60.00 | ✓ |
| Arrange any repairs and Maintenance |  |  | ✓ |
| Arrange payment of contractors invoices |  |  | ✓ |
| Organise and inspect refurbishment works |  |  | ✓  12% |
| Progress and oversee insurance claims, inspect works upon completion |  |  | ✓  12% |
| Arrange transfer of utilities and for final bills to be paid |  |  | ✓ |
| Negotiate renewals of the tenancy | ✓  £90.00 | ✓  £90.00 | ✓  £60.00 |
| Rent review and serve section 13 notice (periodic tenancy only) | ✓  £36.00 | ✓  £36.00 | ✓  £24.00 |
| Arrange for notices of possession to be served | ✓  £120.00 | ✓  £120.00 | ✓ |
| Negotiate dilapidations and arrange deposit return |  |  | ✓ |
| Administration for disputed deposit claims to be submitted | ✓  £240.00 | ✓  £240.00 | ✓  £36.00 |
| Provide out of hours emergency cover |  |  | ✓ |
| Produce summary statement for tax returns |  |  | ✓  £36.00 |
| Submission of non resident landlord receipts to HMRC per quarter |  |  | ✓  £150.00 |
| Court attendance per day or part day |  |  | ✓  £240.00 |
| Handling of a HMO or selective licensing application |  |  | ✓  £150.00 |

**DEFINITIONS AND INTERPRETATIONS**

“we”, “us” and “our” means Green Door or Alexander Lewis

“you”, “landlord” means the landlord or anyone owning an interest in the property

“the tenant**”** means anyone entitled to possession of the property under the tenancy agreement

“the property” means the property at the address set out in this agreement

“term” or “tenancy” means the fixed term of the tenancy agreement and any extensions or continuations of the tenancy whether fixed term or periodic arising after the expiry of the original term

**FULL MANAGEMENT**

1. Initial Visit and Marketing

Alexander Lewis will visit your property and carry out a market appraisal. Alexander Lewis will advise you on a suitable rental, list your property on the property portals and their own website, as well as contact any applicants registered with them. Alexander Lewis will arrange for a “to Let” board to be erected, where permitted.

2. Viewings and Offers

Alexander Lewis will carry out viewings. Alexander Lewis will contact you as soon as they are in receipt of an offer and negotiate the terms on your behalf. Once the offer has been agreed the details are passed to Green Door who will confirm the offer to you and the tenant in writing.

3. Holding Money, Tenant References and Right to Rent

Green Door will request 1 week’s holding money from the Tenant. Once this has been paid Green Door will arrange for a reference report to be carried out with their provider The Lettings Hub. Alexander Lewis will carry out the Right to Rent checks on your Tenants. Copies of the final reference reports will be provided to you for your approval.

4. Tenancy Agreement and Supporting Documents

Green Door will produce a Tenancy Agreement, which will be sent to you and your tenant for your approval. We use an online signing platform called Signable, once all parties have approved the tenancy agreement this will be issued for signature. The Tenancy Agreement will be accompanied by all supporting documents, e.g.: the gas safety certificate (if applicable), EPC, deposit protection terms and conditions, Prescribed Information and the How to Rent leaflet.

5. Initial Rental

Green Door will collect the initial rental from the tenant before the commencement of the tenancy. All fees and expenses will be deducted and show on your first statement.

6. Deposit

Green Door will collect 5 weeks’ rental from the tenant at the commencement of the tenancy, if your annual rental is over £50,000 6 weeks’ rental will be collected at the commencement of the tenancy. Green Door will register the deposit within a government approved scheme and will provide the tenant with the required documents.

7. Deposit Replacement Insurance

Green Door have a deposit replacement insurance policy available which is via The Lettings Hub, if you would like an alternative option to requesting a security deposit. Please contact us for further information. Please note Green Door and Alexander Lewis may earn commission from any policy taken out.

8. Compliance

Green Door will ensure your property is compliant and has the required and necessary checks and certificates carried out prior to a tenancy starting. As well as ensuring date sensitive tasks are carried out before they expire. Green Door will also ensure the tenant is provided with copies of the documents/certificates as required (these include: gas safety certificate, PAT certificate, EICR certificate, EPC, legionnaire assessment, checking smoke and CO alarms are in place)

9. Inventory, Schedule of Condition and Check Out

Whether your property is furnished or unfurnished it is strongly recommended an inventory and schedule of condition is carried out at the start of any new tenancy. This is carried out by an independent inventory clerk. Without an inventory and schedule of condition you will not be able to have a check out and therefore proving any damage at the end of the tenancy will be extremely difficult. Green Door will provide you with quotes for an inventory and schedule of condition to be carried out. At the end of the tenancy Green Door will make arrangements for the check out to take place, we will always aim to appoint the same clerk who carried out the schedule of condition (subject to availability).

10. Cleaning

Green Door recommend a professional clean of the property is carried out before the tenant moves in. Green Door can provide you with quotes for this, and also make arrangements for the cleaning to take place.

11. Rental

Green Door will request the tenant pays their rental by standing order into Green Door’s bank account. Green Door will transfer all rental received to your nominated bank account within 1 day of it clearing in our account, after deducting all fees and any expenses. You will be provided with a statement showing all rental income and expenses, which will be sent via email.

12. Insurance

Green Door work with The Lettings Hub who provide a range of insurance products, including buildings and contents, rent and legal, and property damage protection. Please contact us for further information. Please note Green Door and Alexander Lewis may earn commission from any policy taken out

13. Property Inspections

Green Door will visit your property and carry out an inspection twice per year, provided the tenant allows access. Photos will be taken, provided that the tenant allows us to, and the report is emailed to you.

14. Repairs and Maintenance

As a landlord your statutory obligations are:

1. To keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes)
2. To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures and fittings and appliance for making use of water, gas or electricity), and
3. To keep in repair and proposer working order the installations in the dwelling-house for space heating and heating water.

In order to ensure these obligations are adhered to you give Green Door authority to organise and arrange for all routine works to be carried out, up to the value of £250.00. You also give us authority to deduct in advance, any expenditure incurred under this clause from the rental received. If the required works exceed £250.00 we will request the remainder of the balance is transferred to us, we will not be able to proceed with any required works without the funds being transferred to us. Any required and necessary works must be carried out within a reasonable time frame to ensure you comply with your statutory obligations.

Green Door will arrange the payment of all contractors’ invoices on your behalf, as long as the funds are available.

15. Utility Suppliers

Green Door will arrange the transfer of utilities and council tax at the commencement of each tenancy and at the end of each tenancy. Meter readings will be obtained where accessible. If you reside in the UK all final bills will be sent to your home address. If you reside overseas we will arrange for all final bills to be sent to our office, and we will arrange for them to be settled.

16. Float

As members of ARLA Propertymark Green Door need to hold funds before any works are instructed. Therefore we will hold a float of £250.00 which will be used to cover any invoice due for payment between rental payments being made. Holding the float also allows Green Door to instruct emergency works if required.

17. Preferred Contractors

If you have any preferred contractors you would like Green Door to use, please provide full details, and they will be our first port of call for any issues that arise within their professional field. However if your preferred contractor is not available, and depending upon the circumstances, we may need to instruct an alternative contractor.

18. Renewal

Green Door will make contact with you and the tenant approximately 3 months before the fixed term expires. We will advise on current market conditions and negotiate the new terms of the renewal, including the term, any break clauses and any rental increases. Once both parties have agreed to the renewal we will issue the documents for signing via Signable an online signing platform. You will be required to pay renewal fees at the agreed commission percentage rate together with an administration fee as detailed in the schedule of fees on pages 1 to 3.

19. Ending the Tenancy

If you require to end the tenancy Green Door will need your instructions in writing. Depending on the tenancy that has been granted will depend on the notice that can be served, we will advise you at the time. We will post the notice to your tenants by Royal Mail first class, we will retain a copy of the notice served and will obtain proof of postage. We will also ensure all the correct documents are served with the notice.

20. Check Out and Dilapidations

Green Door will arrange the check out with an independent inventory clerk. Upon receipt of the check out report we will liaise between you and the tenant in relation to any charges which are to be proposed from the deposit. If both parties are unable to agree we will refer the case to adjudication.

21. Vacant Management

If your property is vacant for any period of time neither Green Door nor Alexander Lewis have responsibility for your property. Green Door do offer a vacant management service, where we will manage and visit your property whilst it is vacant. For more information please contact us.

**RENT COLLECTION SERVICE**

This service enables landlords to manage the property themselves but use Alexander Lewis and Green Door to market the property, secure a tenant, carry out reference checks, prepare tenancy documents and collect rent. The clauses of “full management” service apply:

1. Initial Visit and Marketing

2. Viewings and Offers

3. Holding Money, Tenant References and Right to Rent

4. Tenancy Agreement and Supporting Documents

5. Initial Rent

6. Deposit

7. Deposit Replacement Insurance

8. Compliance - an additional charge will apply for Green Door to arrange

9. Inventory, Schedule of Condition and Check Out - an additional charge will apply for Green Door to arrange

10. Cleaning - an additional charge will apply for Green Door to arrange

11. Rental

13. Property Inspections - an additional charge will apply for Green Door to arrange.

18. Renewal - an additional charge will apply for Green Door to arrange.

19. Ending the Tenancy - an additional charge will apply for Green Door to arrange.

20. Check Out and Dilapidations - an additional charge will apply for Green Door to arrange.

**LET ONLY SERVICE**

This service enables landlords to manage the property and tenancy themselves but use the Agent to market the property, secure a tenant, carry out reference checks, prepare tenancy documents and collect the initial rental. The clauses of “full management” service apply:

1. Initial Visit and Marketing

2. Viewings and Offers

3. Holding Money, Tenant References and Right to Rent

4. Tenancy Agreement and Supporting Documents

5. Initial Rent

6. Deposit

7. Deposit Replacement Insurance

8. Compliance - an additional charge will apply for Green Door to arrange

9. Inventory, Schedule of Condition and Check Out - an additional charge will apply for Green Door to arrange

10. Cleaning - an additional charge will apply for Green Door to arrange

13. Property Inspections - an additional charge will apply for Green Door to arrange.

18. Renewal - an additional charge will apply for Green Door to arrange.

19. Ending the Tenancy - an additional charge will apply for Green Door to arrange.

**LANDLORD OBLIGATIONS**

1. Consents to Let

You confirm you are the legal owner of the property and are entitled to grant a tenancy at the property. In order to let your property you need to ensure you have obtained the necessary consents to let. These consents will be from your mortgage lender, your buildings and contents insurer, the block manager and freeholder (if your property is lease hold).

2. Verification of Identity

Before our services commence Alexander Lewis must verify your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. Please ensure photo ID and proof of residency is provided to Alexander Lewis.

3. Safety Regulations

You confirm that the condition of the property and its contents do not present a risk to the tenant, the property complies with any relevant legislation or regulation, and that all relevant satisfactory safety certificates or assessments have been provided. We may suspend the services if the above is not complied with. We do not make any assurance that the above matters have been complied with by continuing our services.

5. Insurance

It is essential that the property and its contents are insured, including third party liability. Your insurers must be aware the property is let, and they must also know if the property is vacant for the granted period of time as stated in your policy. Green Door will not be responsible for ensuring your policy is renewed, and we will be unable to deal with claims on your behalf unless you have granted permission to your insurance company to deal with us. The Lettings Hub, who we work with offer buildings and contents insurance, if you would like further information please contact us. Please note Green Door and Alexander Lewis may earn commission from any policy taken out

6. Taxation

You will be liable for tax on all income arising from letting the property. You must inform the HMRC that you are letting the property. There are certain allowances that can be made against your rental income. If you reside overseas for more than 6 months of the year you will need to complete an NRL1 form and submit this to the HMRC, who will then provide Green Door with an approval number for you. Without this we will withhold a basic rate tax from any rental we receive, this will then be paid over the HMRC on a quarterly basis. We do not have any liability to you or the HMRC for any rent paid directly to you from the tenant. We do advise you to seek advice if you require further information on tax.

7. Selective Licensing and Houses of Multiple Occupation (HMO)

You undertake that all landlord responsibilities are complied with where the property is subject to selective licensing or is an HMO.

8. Housing Health and Safety Rating System (HHSRS)

All private dwellings must comply with the HHSRS which is a means of measuring hazards and risk of injury. The risk applies to all properties but is most commonly applied to tenanted properties. The responsibility for ensuring the property complies is entirely yours. You undertake that the property is compliant in all respects.

9. The Furniture and Furnishings (fire) (safety) Regulations

All furniture within the property must comply with The Furniture and Furnishings Regulations and must be proven to comply by having a fire safety label attached. By instructing Alexander Lewis and Green Door you give authority for us to remove and dispose of any items that do not apply and replace them with items that do comply at your expense.

10. Energy Performance Certificate (EPC)

A valid EPC which has a rating of an E or above must be available/carried out before the property is marketed by Alexander Lewis. If you require assistance in getting the EPC carried out please let Alexander Lewis or Green Door know, if we manage your property we will ensure the EPC is renewed prior to its expiry date.

11. Gas Safety Certificate

A Gas Safety Certificate is a legal requirement, which must be in place prior to a tenancy commencing and must be renewed each year. If we manage your property we will ensure this is carried out each year and provide the tenant with a copy of the safety certificate.

12. Electrical Safety Certificate

Although not a legal requirement it is recommended a Portable Appliance Test is carried out. Depending on the property an Electrical Installation Condition Report (EICR) may also be required. If we manage your property we can arrange for the above to be carried out.

13. Legionnaires Assessment

A legionnaire assessment must be undertaken at your property and a record kept of the risk assessment prior to a new tenancy commencing. In addition to this, where a risk of legionella bacteria production and dispersal exists a program must be put in place to manage and, where possible, reduce the risk. If we manage your property we will provide a copy of the assessment to the tenant.

14. Smoke and Carbon Monoxide Alarms

All newly built properties from June 1992 must have mains fitted smoke alarms with a battery back up. From the 1st October 2015 all landlords have a legal obligation to fit a smoke alarm on each liveable storey of the property, as well as a carbon monoxide alarm in each room where there is a solid fuel burning appliance. It is a requirement to have all smoke and carbon monoxide alarms tested at the start of each tenancy and for a record to be kept of such tests. The maintenance of the alarms is the landlord’s responsibility during the tenancy.

15. Blind Safety Cords

All new blinds being installed will have fixed cords or ball bearing pulls to prevent any dangers to asphyxiation to a young child and a warning notice with the purchasing material. Existing blinds may need to be fitted with safety features to ensure safety. It will be your responsibility to check an arrange the fitting of any necessary safety features. We do not have any liability if such precautions are not carried out.

16. Security Deposit

It is a legal requirement for a security deposit to be registered with a government regulated scheme. Green Door will ensure this is done unless we are provided with the landlord’s ID registration number of one of the schemes. The tenant will then be requested to pay the deposit direct to your bank account, however if a tenant mistakenly pays the deposit to ourselves, we will arrange for it to be transferred to you upon production of a valid certificate of registration of the deposit. It is then your responsibility to deal with deposit disputes and claims unless management services are chosen.

17. Keys and Parking Permits

You will provide a full set of keys to all main and communal doors for each named tenant and one set to be held as the management set at Alexander Lewis office (if you have chosen the management service). Parking permits must also be provided (if applicable)

18. Mail

Neither Alexander Lewis nor Green Door are able to forward your mail or receive it at our office. We recommend you arrange it to be redirected by the Post Office. [www.royalmail.com](http://www.royalmail.com)

19. Consent to use personal information

You permit Alexander Lewis and Green Door to use and disclose your personal information for the purposes of providing our services. You agree that all information which you provide will be correct and not misleading. This will not extend or limit your protection under the Data Protection Act 1998.

20. Dis-instruction of Services

Our management and rent collection services may be terminated by either party giving 3 months’ written notice. Either party may terminate the services immediately if the other party fails to remedy promptly any breach of this Agreement.

21. Withdrawal Costs

If an offer is accepted from a prospective tenant but you subsequently withdraw, you will pay any costs incurred to contractors as well as cover the withdrawal cost as detailed within the fee table.

**SERVICE INFORMATION**

Green Door are members of the Property Ombudsman Scheme ([www.tpos.co.uk](http://www.tpos.co.uk))

Green Door are members of ARLA Propertymark (The Association of Residential Letting Agents)

1. VAT and Interest

All fees and charges are subject to VAT. Any interest accrued on client’s money that we hold will be retained by us to cover bank. Administration charges and other costs. If there is late payment of sums owing to us, interest may be charged at 4% above Barclays Bank Plc base lending rate or the County Court Rate whichever is the higher.

2. Client Money

At all times Green Door will hold Client Money in a Client Account which will be available on demand to Clients without undue delay or penalty.

3. Third Party Suppliers and Tenant Services

Green Door or Alexander Lewis may receive fees or commission from tenants, contractors or utility providers introduced by us where it is lawful to do so.

4. Legal Services

Green Door or Alexander Lewis do not provide legal advice.

5. Data Protection

In order to comply with the Data Protection Act to prevent any unauthorised access to or use of personal data we have the responsibility to keep information confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor, or if we are specifically required to do so by law pass it to a government agency by law, to change account details for utility suppliers and the council tax into or out of your name, or when a contractors invoice has not been settled by you.

5. Electronic Documentation

Contracts which have been signed and delivered electronically either by fax, e-mail, scanning or website authentication are binding and admissible in evidence. For convenience we may ask you, the tenant or any prospective tenant to sign documentation electronically via our online signing platform, Signable.

6. Fee deduction or other monies from tenants’ deposit

Green Door shall be entitled to deduct from any deposit that may be paid by a tenant of your property any fees or other monies properly due and payable by the said tenant to Green Door**.**

7. Jurisdiction

This Agreement is made in England and Wales and is subject to the laws and courts of England and Wales.

8. Alexander Lewis and Green Door’s Responsibility.

Alexander Lewis and Green Door make all reasonable efforts to provide the services to a satisfactory standard and in a timely manner.

9. Right to Withdraw

Alexander Lewis and Green Door reserve the right to refuse to accept or to terminate your instructions if you have not obtained consent to let the property from any superior landlord or lender, if you have not informed us of any special requirements in respect of the property, if you have not obtained any necessary licence, registration or planning consent or if your property fails to comply with any of the following, which remains the landlord’s responsibility:

1. Gas Safety (Installation and Use) Regulations 1998
2. Electrical Equipment (Safety) Regulations 1994
3. Building Regulations (smoke alarm) 1991
4. Housing Act 2004
5. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
6. Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended)
7. Part-P Building Regulations (Electrical Safety in Dwellings)
8. Management of HMOs (England) Regulations 2006
9. Licensing of HMO
10. Requirements for a periodic wiring report for all types of HMO
11. The Town and Country Planning (Use Classes)(Amendment)(England) order 2010
12. The requirement for a safety assessment and suitable remedial action in relation to the Legionella bacteria
13. Any other statutory or regulatory provision that is the statutory responsibility of the landlord

If you choose the rent collection service, you have a legal responsibility to ensure that the renewal of any gas safety record and periodic inspection report (where applicable) is carried out within the required time limits.

If management or rent collection service is being provided, Green Door will inform you if we become aware of any failure to comply with the above listed requirements and we reserve the right (without any obligation) at our discretion, to arrange the necessary work at your expense.

10. Assignment

We may assign or otherwise dispose of any of our rights and/or obligations under this contract.

**PLEASE NOTE THE FOLLOWING IMPORTANT LIMITATIONS AND RESERVATIONS**

* The services shall not be taken as imposing any obligation upon either Alexander Lewis or Green Door to enforce collection of rent or other charges payable by the tenant or a third party
* Any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty
* In no circumstances shall we be liable for any indirect consequential or economic loss or expense
* We accept liability without limit for death or personal injury which is due to our negligence
* We shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party
* We shall not be liable to you in respect of any claims made by a third party relating to the property or the letting unless caused by our negligence and you will indemnify if any such claim is made against us.

Landlord’s Responsibility

* You warrant that the property complies with all regulatory and statutory requirements
* You shall pay or repay any costs howsoever arising in relation to the arbitration of the deposit
* You shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents
* You accept responsibility for any works undertaken by contractors whom you instruct or whom we instruct on your behalf (including where we give instructions at our discretion) and for payment of the contractors
* You accept liability without limit for death or personal injury which is due to your negligence

**FEES**

Alexander Lewis and Green Doors fees become payable upon a tenant introduced by Alexander Lewis entering into a tenancy. A tenant will be treated as introduced by Alexander Lewis if they are introduced by or have been sharing occupation with a tenant introduced by Alexander Lewis.

The fees for Full Management and Rent Collection can be paid either in advance for the full term of the tenancy or in monthly instalments at the relevant percentage of the monthly rent payable. The fee for Let Only are to be paid in advance for the full term of the tenancy at the relevant percentage of the monthly rent payable. Please note Let Only fees and the Let Only proportion of the Full Management and Rent Collect fees are payable for the entire duration the Tenant resides in your property. Any fee becoming due will be deducted by Green Door from rental received from the tenant. Any sum which is remains outstanding must be paid by you immediately. If you arrange to take rent direct from the tenant, any unpaid balance of the fee becomes payable immediately.

If the tenant defaults on their rental, no part of any fee payable in advance will be refunded and fee instalments will remain payable to the end of the term of the tenancy. If the tenant vacates the property and ends the tenancy early in accordance with the tenancy agreement a pro rata refund will be provided on any fees you have overpaid. However all fees will be due for the time the tenant resides in the property,

If you terminate the services (as detailed on page 8 clause 20), or if either Green Door or Alexander Lewis terminate due to you being in breach, payment will be required of all instalments of fees due up to the termination taking effect.

If a tenancy becomes a periodic tenancy, Green Door and Alexander Lewis fees calculated as agreed in respect of the original letting will be due annually in advance within 14 days of invoicing. If the tenancy is extended or renewed by a new fixed term this will incur an administration fee as detailed within the fee table.

If you sell the property and the purchaser retains the existing Tenant you will not remain liable to pay the renewal fees.

**STATUTORY INFORMATION**

The services are provided by Green Door Property Management Services Limited whose registered office is at 71 Knowl Piece, Wilbury Way, Hitchin, Hertfordshire, SG4 0TY and Alexander Lewis Estate Agents Limited whose registered office is at 9 Arena Parade, Letchworth, SG6 3BY.

The services will be lettings and property management.

Where any additional charges apply, the cost will be notified to you prior to it being incurred.

Our legal obligation is to provide these services according to the terms of the written agreement. Your legal obligation is to observe the terms of this written agreement for the duration of the written agreement and beyond it where certain of your obligations continue even after the written agreement is terminated or cancelled.

Our services are governed by The Property Ombudsman code of practice for residential letting agents, the details of which can be obtained on request. Any formal complaint should be registered in accordance with our complaints procedure, a copy of which can be provided upon request.

**INTRODUCING A PURCHASER AND/OR NEGOTIATING A SALE**

If either Green Door or Alexander Lewis negotiate with a buyer for the sale of your property, or a buyer is introduced to you, or if the property is sold to a tenant who has been introduced by Green Door or Alexander Lewis a fee will become payable of 2.4% including VAT of the total sale price. The fee will be incurred upon exchange of contracts and payable at completion of the sale and will be subject to a separate sales agreement.

**INTRODUCING A NEW TENANT AND CHANGE OF SHARERS**

If a tenant that has been introduced by either Green Door or Alexander Lewis, or an approved sharer with that tenant, introduces another tenant to the property or to another property, you will incur a fee for Tenant Introduction. A tenancy where at least one of the original tenants or approved sharers of the property remains in occupation will be treated as a continuation or renewal of the original tenancy for the purposes of this Agreement.

**VARIATION**

Green Door will be required to update this agreement to ensure we comply with new legislation, laws and regulations. We will notify you of any changes and such changes will apply from the date of our communication. This agreement may only be varied if agreed and confirmed in writing by both the Landlord and Green Door.

**AUTHORITY TO ACT**

|  |  |  |
| --- | --- | --- |
| Landlord 1 (full name) |  | |
| Signature |  | |
| Landlord 2 (full name) |  | |
| Signature |  | |
| Address |  | |
|  | Landlord 1 | Landlord 2 |
| Mobile Tel |  |  |
| Home Tel |  |  |
| Work Tel |  |  |
| E-mail address |  |  |
| Address of property to be let |  | |
| Additional owners not included above |  | |

I/we require the Full Management service

Monthly fee \_\_\_\_% including VAT of all rents payable (for example if the monthly rent is £1,000, the monthly figure payable by you is £\_\_\_\_\_.  If the agreed rent is higher or lower than this example figure, the monthly fee will be correspondingly higher or lower accordingly.)

I/we require the Rent Collection service

Monthly fee \_\_\_\_% including VAT of all rents payable (for example if the monthly rent is £1,000, the monthly figure payable by you is £\_\_\_\_\_.  If the agreed rent is higher or lower than this example figure, the monthly fee will be correspondingly higher or lower accordingly.)

I/we require the Let Only service

Monthly fee \_\_\_\_% including VAT of all rents payable (for example if the monthly rent is £1,000, the monthly figure payable by you is £\_\_\_\_\_.  If the agreed rent is higher or lower than this example figure, the monthly fee will be correspondingly higher or lower accordingly.)

I/we acknowledge that I/we will be liable to pay additional fees as set out in the Summary of Fees in the circumstances set out in that section and that further fees may be payable where tenancies are renewed or continue beyond the fixed term and in other circumstances as described in this Agreement

**NOTICE OF RIGHT TO CANCEL**

If you sign this agreement away from out office, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations entitle you to a right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you sign this agreement.

If you are entitled to the above right to cancel and you wish to exercise that right you must inform us of your decision by sending us a clear statement to this effect by post or email. The meet the cancellation deadline it is sufficient for you to send your communication concerning your decision to cancel before the cancellation deadline has passed.

If you cancel this agreement within the 14 day period we will not make any charge and will reimburse you all the payments that you have already made to us. Without undue delay and not later than the 14 days after the day on which we were informed about your decision to cancel this agreement.

If you have requested that we commence our services within the Cancellation Period, no reimbursement will be due to you for any goods and/or services already provided to you by us at the time we receive notice of cancellation. If you have instructed us to commence our services before the expiry of the Cancellation Period, it is possible that we will already have introduced a tenant or brought about a letting, or performed or delivered other services for you, before the contract has been cancelled. In this case, if you have benefitted from our services you will still be liable to pay any fee for a service provided prior to the cancellation and this may mean the full fee is payable.

