



TERMS and CONDITIONS

This Agreement sets out the terms of the contract between the Landlord and Goodwin Fish & Co and details the obligations of each party to the other. This is a legally binding contract once signed and dated by both parties. Every effort has been made to use plain language in setting out this Agreement but inevitably there are some legal terms, the definitions of which are set out below.

Please read this document carefully and request an explanation of anything you do not understand before signing it.

DEFINITIONS

Agent:	Goodwin Fish & Co Ltd
Landlord:	the person/s, firm or company named in the Agency Agreement
Property:	the property specified in the Agency Agreement together with any common ways or shared facilities of the property, of which the Property forms a part and fixtures, fitting and furniture belonging to the Landlord.
Tenant:	the Tenant/s introduced by the Agent which remains in occupation of the Property.
Agency Agreement:	the Agency Agreement is the part signed by the Landlord. This document sets out the terms and conditions of the Agreement.
Furnished:	A furnished Property normally includes all fixtures, fittings, furniture and furnishings apart from bedding, clothing and personal effects.
Unfurnished	An unfurnished Property normally includes carpets, curtains, light fittings and white goods and the Tenant is expected to bring their own furniture to enable them to occupy the property.

1. LEVEL OF SERVICE

LETTING ONLY (NON MANAGED)

Having appointed Goodwin Fish & Co as Agent upon signing this Agreement, the Agent will provide the following services:

- Value the Property in terms of expected rental income and advise the Landlord on all relevant/related matters and any action required to make the Property suitable for letting.
- Promote the Property to identify a suitable tenant.
- Arrange accompanied viewings for prospective tenants with a member of staff from Goodwin Fish & Co
- Obtain references and/or a credit report of prospective tenant/s for approval.
- Draw up the standard form of Tenancy Agreement and service any statutory notices.

- Collect first month's rent and security deposit which is equal to six weeks rent unless otherwise agreed with the landlord or agent.
- On receipt of initial rent payment, deduct fees and forward balance of money to Landlord via BACS transfer unless otherwise agreed, within 7 working days.
- Arrange for the property to be cleaned if necessary prior to letting up to a limit of £100 to be payable by the Landlord.
- Advise Utility Companies (gas, electricity and water), local Council authority of the new tenants at the commencement of the tenancy. This service will only be provided when the Landlord has provided the Agent with access to the meters.
- Set up a monthly standing order, payable by the tenant/s direct to the Landlord's account.
- Renew the Tenancy Agreement on the terms previously authorised by the Landlord.
- Provide the Tenant/s with access to the property including all necessary access codes, keys, fobs and car parking fobs if required.
- To erect a 'To Let' board outside the property where considered appropriate by Goodwin Fish & Co unless otherwise instructed by the Landlord.
- Contact both Tenant/s and Landlord to arrange extension of tenancy agreement. Where ever possible (unless the Landlord has previously notified the Agent in writing that they do not wish to renew), the tenancy will be renewed or extended to the same tenant originally introduced by the Agent.
- To provide Energy Performance Certificate for the Property at a cost of £75.00 + VAT. The EU Directive on the Energy Performance of Buildings 2002/92/EC requires that a calculation of the energy performance of almost all buildings be acquired. An Energy Performance Certificate provides an environmental impact (CO2) rating for any residential dwelling, and must be made available when a building is constructed, sold, or rented.

LETTING & MANAGEMENT

In addition to the above, the following services will also be included:

- Carry out quarterly inspections at the Property and advise the Landlord on the state and condition of the Property.
- Liaise between Tenant/s and Landlord in all matters relating to the property throughout the term of the Tenancy.
- Contact both Tenant/s and Landlord to arrange extension of tenancy agreement. Where ever possible (unless the Landlord has previously notified the Agent in writing that they do not wish to renew), the tenancy will be renewed or extended to the same tenant originally introduced by the Agent.
- At the end of the Tenancy arrange collection of all keys and entry fobs, check the inventory and prepare, if appropriate, a schedule of dilapidations for agreement between the Landlord and the Tenant/s.
- Return the security deposit to the Tenant/s less any deductions in accordance with the Deposit Protection Service.
- Demand rents and forward such, less our fees to the Landlord on the working day it is received. Payments will be via direct bank transfer, unless otherwise stated by the Landlord, and a detailed rent statement will be forwarded to the Landlord.
- Carry out the duties of the Managing Agent in regard to any repairs and statutory obligation on the Landlords behalf.
- Making payments on behalf of the Landlord from rents received for costs in managing the property.

- Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
- Maintenance of Gas and Electrical Safety records in accordance with current legislation throughout the term of the tenancy.
- Provide a Rent Guarantee on Tenant/s with nil excess for 13% Management fee.
- Set up a monthly standing order, payable by the tenant/s direct to Goodwin Fish & Co.

2. FEES

- Letting only - £ 595 + VAT
- Letting and Management - £ 495 + VAT, plus 10 % + VAT of each month's rent.
- Provide a photographic fully conditioned inventory and schedule of condition of the property's contents - £75.00 + VAT (first inventory free of charge)
- Gas Safety Certificate (if applicable) - £65.00 + VAT
- Provide an amended photographic fully conditioned inventory and schedule of condition of the property's contents - £50.00 + VAT
- Energy Performance Certificate - £75.00 + VAT
- Check Out for Non Managed Tenancies - £50.00 + VAT

All fees and charges are subject to VAT at the current rate.

3. TERMINATION OF INSTRUCTIONS

- The Agency Agreement may be terminated by either party giving to the other not less than seven days notice in writing.
- For Letting & Management service this Agreement may not be terminated once the Tenancy Agreement has been entered into, until the tenancy has ended at either the instigation of the Tenant/s or the Landlord and the Property being vacated by the Tenants/s.
- If the Landlord has instructed multiple Agents and Goodwin Fish & Co are successful in introducing a Tenant, it is the Landlords responsibility to notify the other Agents. Likewise, if another Agent has been successful in finding a Tenant the Landlord is required to notify Goodwin Fish & Co in writing to withdraw the property from the market. If Goodwin Fish & Co has already found a suitable Tenant then the Landlord should honour the terms in the Agency Agreement.

4. SALE OF PROPERTY TO TENANT OR OTHER PERSON/S INTRODUCED BY AGENTS

- Where the Landlord sells the Property to a Tenant or other person/s introduced by the Agent during the tenancy a fee of 2% plus VAT of the selling price will become due and payable by the Landlord to the Agent.
- By signing this Agreement the Landlord agrees to notify the Agent of the selling price and authorise his solicitors to deduct the appropriate fee from the proceeds of the sale and remit to the Agent.

5. SATUTORY OBLIGATIONS OF THE LANDLORD WHEN LETTING RESIDENTIAL PROPERTY

The Landlord hereby warrants to the Agent that the furniture and furnishings in the property comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it, in particular the Furniture, Furnishings (Fire) (Safety) regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and 1993. The Gas Safety (Installation and Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994, The Plug Sockets etc. (Safety) Regulations 1994 and the General Products Regulation 1994 and all other relevant legislation either current or in the future as applicable to the letting of residential Property.

6A. NON UK RESIDENT OVERSEAS – S.78 TAXES MANAGEMENT ACT 1970

Where the Landlord is resident outside the UK or taxed as such the Agents shall be entitled to retain from rental income the amount of any tax due or likely or estimated to be due to the Inland Revenue if required by them. The Landlord indemnifies the Agent against all payments of tax, interest thereon, or penalties levied on or made by the agent and shall pay to the agent any shortfalls of such monies together with interest here on at 3% above Barclays Bank PLC lending rate in force on a daily basis from the date of payment by the agent until reimbursement in full. Should the Landlord fail to apply for an Approval Number from the Inland Revenue, the agent shall be entitled to charge £75.00 in consideration of the additional administration and costs incurred in processing the accounts.

6. CONFIRMATION OF INSTRUCTIONS

All instructions of the Agent regarding the service must be given in writing (letter, email or fax). Any verbal instructions must be confirmed in writing. Sufficient time must be given for the instructions to be fulfilled; failure to do so will not render the Agent negligent. Instructions received at weekends or Bank Holidays will be auctioned on the next working day.

7. LETTING ONLY SERVICE

In these cases Goodwin Fish & Co is not the Managing Agent for the property. It is the Landlords responsibility to carry out any maintenance and repairs to the property and comply with all statutory requirements (See section 6). By signing this agreement the Landlord indemnifies Goodwin Fish & Co from and against all costs, claims, damages and expenses arising because of the Landlord's negligence or failure to comply with the said statutory requirements. Goodwin Fish & Co will provide the first inventory for a property at £75 + VAT and subsequent Inventory amendments at £50 + VAT. No Check-Out services will be provided for tenancies unless agreed with Goodwin Fish & Co. It will be the Landlord responsibility to provide the updated inventory to Goodwin Fish & Co for amendments as necessary. Should the Landlord wish for Goodwin Fish & Co to hold the deposit it will be transferred to the Deposit Protection Service free of charge but Goodwin Fish & Co will not be involved in any negotiations between the Landlord and Tenant in respect of the deposit return. Should Goodwin Fish & Co not hold the deposit for a non-managed property, the Landlord agrees to inform the tenant how and where their deposit is being held in accordance with the Housing Act 2004.

8. LIABILITY OF THE AGENT

- a. Unless caused by the Agent's negligence no liability shall be attached to the Agent for any loss, damage or legal or other expenses sustained as a result of:
 - The clients failure to provide accurately all information reasonably required for the Agent to undertake the service;
 - Any forecast by the Agent of likely income or expenditure;
 - Failure to identify any defect in the Property or its fixtures;
 - The act, omissions or insolvency of any person other than the Agent; and
 - The failure of the tenant to pay the rent or comply with the terms of the Tenancy Agreement.
- b. The Landlord shall indemnify the Agent of respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses referred to in clause 9.1 above.

9. REPAIRS AND STATUTORY OBLIGATIONS – MANAGEMENT SERVICE

- The Agent has authority to carry out repairs to the Property and its contents up to £100 save in the circumstances set out in this clause. This can be deducted from the rental income.
- Any amounts over £100 will need to be paid for before works are instructed. This can be paid via BACS transfer or over the phone via a debit card or credit card which incurs a 3% fee.
- The Landlord authorises the Agent to carry out any appropriate action to comply with all Statutes and Regulations and to incur the necessary expenditure.
- The Landlord fully indemnifies the Agent against all costs, claims, damages and expenses and other payments made pursuant to this authority or arising out of breach or non observance or non performance by the Landlord or such Statutory obligations or Regulations, Rules and Orders.
- Further the Landlord undertakes to ratify whatsoever the Agent shall lawfully do in performance of their management service and to indemnify them against all costs, payments and expenses incurred by them.
- The Agent shall not be held responsible for the non-payment of Council Tax, Rates (if any) or supply of utilities in respect of the Property.

10. PARKING

Where the Property has a parking space attached to it, the Landlord will be responsible for supplying the agent with the parking space number and location. The Landlord indemnifies the Agent from any cost, claims payments and expenses that arises from the supplying the incorrect information.

11. CLIENT IDENTIFICATION

Under the provisions of the Proceeds of Crimes Act 2001 it is a legal requirement that the Agent must be able to identify their client. Therefore, all private Landlords are required to provide Goodwin Fish & Co with a copy of their passport or EU photo driving license, proof of address and proof of ownership of property, to be held on file in accordance with the Data Protection Act 1988. Where there are joint Landlords, a copy of the relevant identification for each Landlord will be required. Where the Landlord is a company, at least two directors or a director and a company secretary must provide Goodwin Fish & Co with the relevant identification.

12. DATA PROTECTION ACT

All information regarding Landlords and Tenant is confidential and will be held strictly in accordance with the provisions of the Data Protection Act 1988.

13. CLIENTS MONEY

Clients' money is held in a client account with Barclays Bank PLC, the details of which can be provided by our offices. No interest will be paid by any monies held in this account.

14. LEGAL FEES

If a Managed service has been requested without the aid of Rental Guarantee, Goodwin Fish & Co will act in the first instance to any delay of payment or other defaults by the Tenant. Where the agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the Tenancy Agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except here the Agent is unable, after taking reasonable efforts, to contact the Landlord. In the event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

15. WAIVER

No actions performed by either the Landlord or the Agent shall prevent the other subsequently insisting upon his rights and remedies under this Agreement.

16. INSURANCE

The Landlord confirms that they are responsible for the property being adequately insured for the buildings and contents and that the insurance [policy provides cover when the property is occupied with tenants. Goodwin Fish & Co is able to introduce you to a specialist Landlords insurance policy, details of which are available on request. The Agent would normally be responsible for the administration of any claims arising during the period of management where the property is being managed (i.e. this only applies to properties under the full Management Service)

17. INDEMNITY

The Landlord undertakes to ratify actions properly and lawfully performed under the terms of this Agreement and to indemnify them against all costs, claims and expenses incurred by them.

18. ARBITRATION

Any dispute between Landlord and Agent arising out of this Agreement may be referred by either or both parties to a sole arbitrator to be agreed between the Landlord and Agent

19. CHANGES TO THESE TERMS AND CONDITIONS

Goodwin Fish & Co may alter these Terms and Conditions at any time without notice. They will be binding with all clients at the time of notification except where Goodwin Fish & Co collect rents and manages the property where the alterations will be binding at the end of the tenancy that is currently running. If the amendments are due to statutory changes they will take effect immediately upon notification. Goodwin Fish & Co will accept no alterations to these Terms and Conditions unless agreed in writing prior to the commencement of the agency and signed by the Director, a copy of which to be annexed to these Terms and Conditions.

Address of Property to Let:

Parking Space Number (If Applicable):

Full Name's of Landlord/s:

Landlord/s Correspondence Address:

Mobile:

Home Telephone:

Work:

Name On Account :

Sort Code:

Account Number:

Signed:

Signed on behalf of the Agent: