

Property Address:

Amount:

PCM

Rent Collection:

Let Only:

Fully Managed:

1. **Fully Managed** – Fully managed includes: Collections of rents due, forwarding balance of monies to the landlord, arranging repairs when required and discharging invoices. Moss Properties being the direct point of contact for the tenant during the tenancy term, conducting final inspection and re-letting property if applicable on a sole agency basis.
2. **Let Only** – Moss Properties will draw up the AST (assured shorthold tenancy), hold and register the bond with TDS in line with current legislation and a charge will apply. Moss Properties will hold all rent until all outstanding balances are settled.
3. **Anti-Money Laundering** – Moss Properties will undertake an AML search as per current regulations. In this you agree for Experian to check details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
4. **Keys** – I agree to provide Moss Properties with a minimum of three sets of keys for the property, Where these are not supplied or additional sets are required we will arrange this on your behalf but the cost of cutting and our time will be charged to the landlord. We recommend that all locks are changed at the end of every tenancy.
5. **Furnished Properties** – You must ensure that all furniture supplied complies with the fire & furnished (fire safety amendment) regulations 1993 and you will hereby indemnify us as a result of any breach. Contents insurance should also be provided.
6. **Property Marketing** – I give permission for Moss Properties to begin marketing my property. All Images/Photo's of Properties remain the copyright of Moss Properties.
7. **Ownership** – If the property is leasehold any intended letting is permitted under the terms of your lease. If the property to be let is subject to mortgage, written permission must be obtained for the mortgagee to the property; it is advisable to obtain such permission at an early date prior to the letting. The mortgagee may require special clauses to be included in the tenancy agreement and special notices to be served prior to the commencement of the tenancy. It should be noted that if mortgage payments are not maintained and other requirements complied with, the mortgagee would usually have the power to terminate the letting and to repossess the property.
8. **Change of Ownership** – If you sell your property you will be charged the management fee for the remainder of the tenancy agreement and a termination fee of £360 including VAT. 50% of this fee will be refundable if the new owners continue with our services.
9. **Tenant Vetting** – Although we take every precaution to obtain suitable tenants, we cannot guarantee their suitability, rental payments or vacant possession at the termination of the tenancy and we do not accept any liability should these instances occur. Moss Properties are not responsible for undertaking any legal action for recovery of rental payments or repossession of the property. These arrangements must be made between yourselves and your legal advisors and the costs must be borne by you.
10. **Tenant Acceptance** – I understand that should I accept a suitable prospective tenant and then withdraw my acceptance, a fee of £0 including VAT is payable. The landlord agrees to reimburse Moss Properties this amount to cover advertising, photographs, boards and any other administrative/marketing costs. I authorise Moss Properties to carry out relevant right to rent checks on tenants on my behalf.
11. **Selling to the Tenant** – In the event that a sale of the property should be agreed with the tenant or any associated party, or any other party or investor after the commencement of the tenancy, leading to an exchange of contracts, Moss Properties will then be entitled to a commission of 1.75% + VAT of the sale price of the property. This commission will become payable on completion of sale.
12. **Property for Sale**– If your property is on the market for sale and you decide to rent the property, all marketing will be suspended and you need to be aware that the property will not be available as a vacant possession until the end of a fixed tenancy. On occasions this may include an additional two months' notice in the form of a section 21. I agree to these terms and conditions and will not hold Moss Properties Responsible. I will notify Moss Properties in writing of any specific conditions if I withdraw from sale.
13. **Tenancy Deposit Scheme** – The Agent is a member of the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN – Telephone number : 0845 226 7837 email: deposits@tds.gb.com Fax -01442 253193 web: www.thedisputeservice.co.uk. Tenants bond is logged with TDS. The Deposit will not attract interest during the tenancy period.
14. **Complaints/The Property Ombudsman** – Moss Properties have an in-house complaints procedure available upon request should you be dissatisfied with our service. Moss Properties are also part of The Property Ombudsman should your complaint not be resolved through our complaint's procedure. Further details can be found at www.tpos.co.uk
15. **Rental Payments** – I understand that I will receive rent payment within 14 working days of Moss Properties receiving it and I cannot hold Moss Properties responsible for late or non-payment of rent. Moss Properties are not liable for any bank charges due to late rent or non-payment of rent.
16. **Instruction of Solicitors/Debt Agency** – Should any rent arrears or breaches of covenant be brought to our attention you will be informed. Should legal action thereafter be thought necessary you will be responsible for instructing your own solicitors/debt agency and any fees or charge's. We cannot undertake legal proceedings on your behalf as the tenancy agreement is between yourself and the tenant and not with Moss Properties. We are however happy to recommend solicitors/debt agencies experienced in dealing with Landlord and Tenant issues.
17. **Gas Safety** – All gas equipment, pipe work and appliances must accord with the gas safety (installation and use) regulations 1994. Including annual inspections by a corgi registered installer and records maintained of the work undertaken. A satisfactory inspection must be carried out at the commencement of any letting and thereafter every year. A copy of a Landlord's Gas Safety Certificate must be provided to Moss Properties or please tick the appropriate box below so Moss Properties can arrange this for you. This is a landlord's responsibility to ensure a gas certificate is carried out every 12 months.
18. **Electrical Safety** – All electrical appliances and fixed wiring, plug sockets etc in my property have electrical certificates and are in safe working order. Electrical Safety Certificate can be arranged for your property through Moss Properties on request.
19. **Legionella Risk Assessment** – It is the duty of care and best practice of all landlords to ensure that the risk of exposure to tenants, residents and visitors by Legionella is properly assessed and controlled within your rental property. A copy of a Legionella Risk Assessment Report must be provided to Moss Properties or please tick the appropriate box below so Moss Properties can arrange this for you.
20. **Council Tax & Utilities** - All utilities are the responsibility of the tenant including connection of the phone line. Tenant Shop Limited may contact you to discuss the utilities during void periods. Tenant Shop Limited acts on our behalf to notify the local council, water supplier(s) and energy supplier(s). Tenant Shop Limited will only use your information for the purpose of council and utility registration, closing of council and utility accounts. Tenant Shop Limited is fully compliant with the data protection act 1998 and a registered member of the Information Commissioners Office with registration number Z305733X. Moss Properties will not accept any liability for incorrect bills or charges.
21. **Repairs/Service** – Moss Properties will endeavour to contact me, if possible, in the event of any repairs or faults being reported. Although, I do authorise Moss Properties to carry out any works on my behalf to the value of £180 including VAT, repairs over £180 including VAT must be paid in advance before any work can be carried out. Please note Moss Properties may charge an arrangement fee of up to thirty percent.
22. **Void Period** – Whilst Moss Properties will endeavour to keep this to an absolute minimum Moss Properties will not be responsible for any damage, works or costs incurred during this time. This will also apply during crossover periods between tenancies. Maintenance and/or refurbishment works between tenancies is not included as part of this agreement, any works organised or managed by Moss Properties will be subject to a 30% arrangement fee. All visits to vacant properties are not included as part of this agreement and are subject to a charge of £54 inc VAT per visit.
23. **Quarterly Inspections** – It is recommended to carry out quarterly inspections to ensure that the condition of the property is maintained by the tenants. This is an optional arrangement for which there will be a charge.



24. **Indemnity** – I agree to indemnify Moss Properties against all costs, expenses and charges the property has incurred from my rental income and any further balance owed to Moss Properties can be settled from any future rental income. I agree to reimburse Moss Properties of any outstanding monies if I am not owed any rent from my property.
25. **Income Tax** – Should the landlord be resident overseas, basic rate tax should be retained from the rent collected by the landlord and accounted for to the Inland Revenue direct unless we have written instructions to the contrary from the Inland Revenue. Landlords overseas must appoint an accountant in the UK to act for them, if you do not have one, we can recommend specialists in this field.
26. **Tax Implications** – The money derived from letting a property is income and must be declared for tax purposes. The Inland Revenue have strict rules for letting of properties which are constantly under review and will vary according to your personal circumstances. It is therefore vital that you contact your local Inland Revenue office for up to date guidance and appoint an accountant to deal with your financial affairs. We may from time to time have to provide HMRC details of all landlords using our services.
27. **Repossessions** – If your property is repossessed – Moss Properties will still hold you liable for any outstanding costs/fee's relating to the end of the current contract.
28. **Debt Agency** – Moss Properties will recover any debts due to the company via Debt Agencies + costs and interest (at 3% over base) on the outstanding amount.
29. **Communication** – From time to time we may need to contact you, so it is your responsibility to keep Moss Properties updated with current contact details and if you are away on business or holiday.
30. **Marketing/GDPR** – Your details may be passed onto third party, companies to offer their services if you do not wish to be contacted please tick this box.
31. **Termination of Services** – If the tenant vacates and I wish to terminate this agreement I will be liable for a fee equivalent to one month's rent. If I wish to terminate this agreement and the tenant remains in the property, a fee equivalent to commission due to the end of the tenancy plus a fee of £200 including VAT is payable to Moss Properties. Moss Properties reserve the right to terminate this agreement giving 14 days' notice.
32. **Withdrawal Of Application** – I understand that if by any means I find a tenant myself or wish to withdraw my application to use Moss Properties after securing a tenancy for my property as my agent a fee equivalent to one month's rent is payable to Moss Properties to cover administration/marketing costs..
33. **Data Protection** – Moss Properties will Endeavour to comply with all issues relating to the Data Protection Act. However, Moss Properties will not be responsible for any dispute that may occur.
34. **Terms & Conditions** - Moss Properties T&C's may change from time to time and we will give inform you when our new T&C's apply.

All charges below include VAT at the current rate (*Mandatory)	Let Only <input type="checkbox"/>	Fully Managed <input type="checkbox"/>
Fees	1 st Months' rent	12.5%
Tenancy Set-Up Fee (Per Let)	£300.00*	£240.00*
Inventory (Per Let)	£300.00*	£240.00*
Renewal/Extension Fee (Per 6 Months)	£150.00	£150.00*
Final Inspection Fee (Per Let)	£200.00	£150.00*
Bond Registration Fee (Per 6 Months)	£49.95	£49.95*
Quarterly Inspections (Per quarter)	£99.95	£49.95
Rent on Time per 12 Months	1 st Months' Rent	£400.00 (Up to £750pcm rent)
Digital Advertising	£75.00	£75.00*
Copy of statement (per copy)	£5	£5

SAFETY REQUIREMENTS – PLEASE TICK (All charges below include VAT at the current rate)

	Moss Properties	Landlord	Not Applicable		Moss Properties	Landlord	Not Applicable
Gas Safety Certificate £102.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Legionella Risk Assessment £102.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EPC's (Valid for 10 years) £102.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electrical Certificate (POA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Alarm £49.95	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Showcase (Rightmove) £90.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Alarm £49.95	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Premium Display £150.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I/we declare that I am/we are the sole owner of the freehold/leasehold interest in the property OR I/we are the owner/s of the freehold/leasehold interest in the property and have consent from the mortgage company to let this property. I/we have instructed Moss Properties to provide the services above and agree to pay Moss Properties all fees outlined in the Terms and Conditions and authorise deductions from rentals received. And I/we certify that I/we am/are residents in the UK for tax purposes.

I/we have read, and I/we accept the terms and conditions and wish to provide the service on the terms stated herein.

Landlords Name:	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>
Landlords Name:	<input type="text"/>	Signature:	<input type="text"/>	Date:	<input type="text"/>
Moss Properties:	<input type="text"/>				<input type="text"/>

Please note: Moss Properties is a trading name of Moss Properties (Doncaster) Ltd.
 Registered in England 05737312 Vat No: GB 911 4711 56 Registered Office: White Rose Retail Centre, White Rose Way, Doncaster, DN4 5FT V : 010619

To: Moss Properties, White Rose Retail Centre, White Rose Way, Doncaster, DN4 5FT info@mossppm.co.uk 01302 730077
 I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],
 Ordered on [*]/received on [*] _____
 Name of consumer(s) _____
 Address of consumer(s) _____
 Signature of consumer(s) _____
 Date _____
 [*] Delete as appropriate.]