



CSENSE LIMITED
RESIDENTIAL LETTINGS AND MANAGEMENT
TERMS AND CONDITIONS

PROPERTY REFERENCE:

ADDRESS:

**THIS CONTRACT DOES NOT COME INTO FORCE UNLESS
AND UNTIL A TENANCY IS SECURED BY CSENSE LIMITED**

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1. Fees

i. For Letting and Management services: A flat fee of either,

A) £1,650 per annum, plus V.A.T., payable in advance

- Fees are due in full at start of initial letting and will be deducted from rent monies
- No tenant – No fee
- If the tenancy ends before 12 months from commencement, a pro-rata return of Management fees will be made, subject to a minimum of 6 months.

Or,

B) £150 plus V.A.T. per calendar month

- Deducted from rent monies
- Subject to minimum letting fee of £985.00 plus V.A.T.

ii. For Letting services only : A flat fee of,

£985 plus V.A.T., payable in advance

- Fees are due in full at start of initial letting and will be deducted from rent monies
- No tenant – No fee
- For re-let negotiation, fee reduces to £500.00 + V.A.T.

iii. For Management services only : A flat fee of either,

A) £700 plus V.A.T. payable in advance

- Fees are due in full at start of initial letting and will be deducted from rent monies
- If the tenancy ends before 12 months from commencement, a pro-rata return of fees will be made

Or,

B) £63.50 plus V.A.T. per calendar month

- Deducted from rent monies

iv. Subsequent Sale: Nil

No charge will be levied by CSENSE LTD in the event that current or previous tenant(s), introduced by CSENSE LTD, purchase(s) the freehold or leasehold interest in the property

Lettings Services

i. Advice and consultation

We will come and visit you at your home, entirely at your own convenience, to discuss our terms and conditions and take you through your responsibilities as a Landlord, and what we propose to do for you, as your Agent.

This visit places the Landlord under no obligation whatsoever.

This service is available within the M25.

ii. Competitive market analysis

We will advise on latest market conditions and set a rental price for your property based on our experience and extensive database

iii. Marketing

Following receipt of a completed "your details" form, and signed Terms and Conditions, we will:

- Prepare details of the property, including floor plan and extensive photography
- Advertise in relevant media
- Advertise the property on our website with links to all major property portals
- Additional advertising may be instructed by, or recommended to, Landlord, at additional cost to be advised, as per our "Additional Requests" form.

iv. Viewings

All viewings will be accompanied and by appointment only. An "Enquiry History" will be provided weekly for your perusal.

v. Offers

All offers will be communicated verbally and in writing

vi. Deposit

A holding deposit of no less than £200.00 is taken from prospective tenants after agreeing terms of the let. If, for their own reasons, tenants do not proceed to sign the agreement (after a 24 hour cooling off period), the holding deposit will be paid to the Landlord, less £100.00 retained by CSENSE LTD to cover our administrative costs

The full deposit of six weeks rent is payable by the tenant(s) on or before commencement date of the agreement, unless the Landlord allows for a stepped payment.

Csense Limited is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts., HP1 9GN
Phone 0845 226 7837 email deposits@tds.gb.com fax 01494 431 123

If we are instructed by the Landlord to hold the Deposit, we/ the Agent shall do so under the terms of the Tenancy Deposit Scheme.

At the end of the tenancy covered by the Tenancy Deposit Scheme

If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the Independent Case Examiner for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute I/we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline me/us.

The Agent/we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

vii. References

CSENSE LTD will obtain, for each prospective tenant, references from:

- A relative
- Employer
- Bank, or copy of three months bank statements
- Plus a form of photographic identification
- Plus their National Insurance Number
- Basic credit check- through third party company

Alternative referencing procedures may be instructed, or recommended to, Landlord.

CSENSE Ltd will not accept responsibility for the accuracy of a reference or the information contained in the references, and CSENSE Ltd will not be held to warrant the suitability of the applicants as tenants

viii. Letting agreement

Following negotiation, our Assured Shorthold Tenancy contract, under the 1996 Housing Act, will be prepared by our administration team for signature by the tenant(s) and ourselves as the Agent of the Landlord.

The Original will be forwarded to the tenant(s) and a copy kept in our offices on behalf of the Landlord. Copies will be available free of charge if requested.

Our tenancy agreement will be periodically vetted by our Solicitors to ensure compliance with latest EU/GB legislation.

ix. Rent Collection

We will set-up standing orders and take first months rent from the tenants. These monies will be forwarded to the Landlord, less our fee, within 10 working days. If we take longer than 10 working days to forward monies due, Landlord will receive interest for each days delay, calculated at an annual rate of 5%, until those monies are paid. Landlord will also receive a statement of account.

x. Utilities

Tenants will receive a "your new home" pack, informing them in writing of their responsibilities regarding informing telephone, electric, gas and water companies as well as local council tax office of their occupation. The pack will also provide information regarding emergency contact numbers, local entertainment, rubbish collection days, and basic machinery operating instructions.

3. Management Services

i. Inventory

A full inventory, including detailed photography, will be created, and signed and agreed by the tenant(s) by the commencement of the agreement

During the inventory we will take meter readings as applicable and will advise utility companies on your behalf within one month of the start of the new tenancy.

CSENSE Ltd does not accept any liability for errors or omissions by our staff, an inventory clerk, any inventory drawn up by the Landlord and or tenant, or where no inventory has been drawn up

ii. Deposit

The full deposit of six weeks rent is payable by the tenant(s) on or before commencement date of the agreement.

The deposit monies will be placed in a separate bank account with a reputable bank/building society, at the discretion of CSENSE LTD., and governed by the Tenancy Dispute Service.

Any interest accruing on these monies will be retained by CSENSE LTD and used to offset against check-in/out costs, and T.D.S. fees.

iii. Rent collection

All tenants will be instructed to pay rent monies on the 2nd of each month, with initial and final rent payments being calculated on a pro-rata basis.

We will pay rent to the Landlord via internet banking and send a statement of account each month. These monies will be forwarded to the Landlord, less our fee, within 10 working days. If we take longer than 10 working days to forward monies due, Landlord will receive interest for each days delay, calculated at an annual rate of 5%, until those monies are paid.

If the tenants are deemed to be at fault for a delay in rent payment, interest will be charged on to their next months rent and forwarded to the Landlord on receipt.

Additional copies of invoices or duplicate statements can be provided at an additional charge of GBP 2 per document, subject to a minimum charge of GBP 10.

Non-electronic rent payments will be charged at £20 + VAT per transaction and all bank charges will be to the cost of the Payee.

Where payments become overdue, we will advise Landlord regarding legal proceedings for recovery of rent and possessions where appropriate.

Nevertheless, it is the Landlord's responsibility to take action for recovery, including instructing solicitors and commencing legal proceedings to reserve your rights, recover rent arrears, and to defend all legal proceedings that may be brought against them.

iv. Landlord's outgoings

We will arrange for payment of Landlord's outgoings, if requested, subject to there being sufficient funds in the Landlord's account, such as service charge, water rates, and Insurance

v. Repairs

Unless otherwise instructed, our management team will effect minor repairs, up to a maximum of £300 per occurrence. These monies will be deducted from following months rent and will be detailed in our monthly statement

For repairs in excess of £300, we will advise Landlords of the situation and obtain quotations for the works from our constantly updated lists of quality tradesmen for Landlord's approval. A daily project management fee of £40 plus V.A.T. per day will be charged for projects in excess of 4 hours. Csense Limited will oversee the work at the start and end of the day for this fee.

vi. Inspections

Inspections, including photographs, will be made quarterly for every property and a copy of the report will be forwarded to the Landlord, including our recommendations, if any, to ensure property is being used in an appropriate manner.

Csense advise that these inspections are of a superficial nature, and are not intended to be a structural survey or inventory check.

vii. Notices

On receipt of a notice to terminate the tenancy by either the Landlord or tenant, we will immediately advise the other party of the notice and arrange for check-out, as well as commencing the search for replacement tenants, as long as our letting agreement with the Landlord remains in force. A new agreement will be made available to the Landlord immediately after receiving said notice if original has terminated

viii. Renewals/extensions

If tenants wish to renew or extend their agreement, we will try to obtain a rental increase at the time of renewal. If an increase is obtained, this will constitute a re-let negotiation for fee purposes.

ix. Check-out

The Check-out Inventory will be undertaken on the final day of the Tenancy, and this report will be forwarded to the Landlord for agreement.

We will attempt to repay deposit to tenant(s) within 10 working days of the end of the tenancy

We will read meters and advise all utility companies to send future bills care of CSENSE LTD, until such time as a new tenant moves in, or Landlord decides to withdraw the property from the rental market.

CSENSE Ltd does not accept any liability for errors or omissions by our staff, an inventory clerk, any inventory drawn up by the Landlord and or tenant, or where no inventory has been drawn up

x. Mail

CSENSE LTD will not be held responsible for the re-direction of mail. We will, however, arrange for mail to be re-directed at Landlord's request and expense.

xi. Tax

For non-resident Landlords who do not have self-assessment consent, a minimum fee of £250 per annum will be charged in order to meet CSENSE LTD's obligations to collect tax and liaise with the tax authorities

xii. Emergencies

CSENSE LTD provide a regularly updated list of quality, registered trades people whom we will contact in an emergency to fix any problem.

xiii. Other

On request, CSENSE LTD. Will organise for Gas Safety Certification/Electrical Testing, by qualified trades people.

4. Further Information for Landlords

It is a condition of this agreement that the Landlord will indemnify, and keep Csense Ltd. Indemnified from and against any damage suffered as a result of any breach by Landlord of Landlord's legal obligations as a Landlord from and during the time that we are acting on Landlord's behalf.

If you have a mortgage, the mortgagee may require notification of any proposed letting. For leaseholders, you may be required to seek the consent of the Head Lessee or Freeholder. The Landlord should also advise his Insurance Company of the proposal to let the property, as this may require an increase in premium.

By signing these terms and conditions, you warrant to us that you have obtained the necessary permissions to let or sub-let the property

Items of sentimental/antique value should be removed or locked away

Warranties and details of suppliers of mechanical and electrical items should be left with CSENSE LTD. We will, in turn, advise the tenant(s) of the details.

Essential gardening equipment, where necessary, should be available, unless a gardener is employed

We will be seeking payment of rent by Bank Standing Order, and will make every effort to ensure rent monies due are received by the Landlord prior to the 10th of each month.

If the Landlord provides a television with the let, it is the landlord's responsibility to obtain a licence

We will give advice to ensure all furnishings and appliances comply with current regulations, yet this remains the Landlord's responsibility

If, following our comprehensive advices, there are any aspects of tenant or Landlord law that you are uncertain of, we would recommend the Landlord consult a solicitor

If you feel that you have a grievance against Csense Limited, we have an established customer complaints handling procedure, the details of which are available on request.

5. Legislation

All properties built after June 1992 must have a mains operated, inter-connected smoke alarm fitted on every level in the property.

Landlords are under a common law duty to ensure the property they provide is safe, smoke detectors, fire extinguishers and kitchen fire blankets are wise precautions.

i. Furniture and Furnishings

The Landlord must ensure that all furniture complies with Furniture and Furnishings (Fire)(Safety) Regulations 1988 (amended 1993) , and any furniture should carry Fire Safety label, except for furniture manufactured prior to 1950. Most furniture built from 1983, should already comply with the regulations.

ii. Gas Safety (Installation and Use) Regulations 1998

It is the duty of any Landlord who owns a gas appliance, pipe work, fittings and flues, in the premises to ensure that same are maintained in a safe condition so as to prevent risk or injury to any person.

The Landlord must ensure that each appliance is checked for safety at least every 12 months by a qualified gas engineer.

A record must be kept of all safety inspections and the results open to the tenant's inspection by law.

iii. Electrical (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994

It is a criminal offence to supply unsafe electrical equipment with rented accommodation.

The regulations apply to portable domestic equipment such as lamps, vacuum cleaners and kitchen equipment.

Built-in electrical goods, such as cookers, are not covered by these regulations, nevertheless, anyone injured by the Landlords property may sue for damages, and it is a separate offence to let a property with a cooker that is damaged in any way.

From 1st January, 2005, all electrical work in dwellings in England and Wales must comply with Part B Building Regulations and be carried out by persons who are competent to do the work, Landlords who carry out their own work will need to notify building control. Failure to do so is a criminal offence and could invalidate your insurance.

iv. Tax

Since April 1996, under the 1995 Finance Act, legislation came into effect governing the collection of tax on rental income for non-resident Landlords. The Main points of which are:

A non-resident Landlord is able to apply directly or through his UK accountant to the Inland Revenue for self-assessment on the tax from the rental income. If granted by the Inland Revenue, the Agent may release the rent gross, without making a tax retention. Joint owners must both apply to the Inland Revenue

If the Landlord is not granted self-assessment, the Agent will have to pay the appropriate Income Tax percentage of the net rentals on a quarterly basis

This calculation will not include mortgage interest, depreciation, or other tax-deductible items. Any overpayment of tax will then need to be reclaimed at the end of each tax year by the Landlord, directly to the Inland Revenue.

6. Housing Act 1996

All new tenancies are automatically deemed to be Assured Shorthold Tenancies.

i. Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales, and the Landlord hereby admits to the jurisdiction of the courts in England and Wales.

ii. Termination

This contract may be terminated by either party, subject to one month's notice, and subject to a minimum term of 6 months from start of tenancy.

I have read, understood, and agree to be bound by, the above terms and conditions, subject to Csense Limited securing the Tenancy.

Signed:

Print Name:

Date:

On behalf of Csense Limited:

Signed:

Print Name:

Date:

YOUR DETAILS

Please fill out in capital letters to avoid errors

1. Address of property to be let:

Furnished?:
Parking?:

Garage?:
Garden?:

Alarm details: Please provide details of location and code verbally.

Rubbish collection day?:

Monthly statements can be sent via e-mail or posted to home address detailed in "12. Notes" .

2. Bank/Building Society Details:

Name:

Address:

Post Code

Account Number:

Sort Code:

Account Name:

Reference:

3. Date from which property is available for letting:

4. Tenant Contact Details (If applicable):

5. Central Heating contract details (If applicable):

6. Electrical appliances under guarantee and Contact Telephone Numbers:

Washing Machine:

Fridge/Freezer:

Cooker:

Other:

7. Please advise location of:

Mains water stop-cock:

Electric meter:

Fuse box:

Gas Meter:

- 8. Please provide all operating instruction manuals to CSENSE LTD, for providing to tenants
- 9. Please provide any additional information that CSENSE LTD or tenants should be made aware of:

10. Utility Accounts Name of Provider Account No:

Electricity

Gas

Water

Local Authority

If you require csense ltd to pay other outgoings on your behalf, please provide full details on a separate sheet.

- 11. **CSENSE LTD reserve the right to decline instructions, offer discounts, or to terminate this agreement at any time, at their discretion**

CSENSE LTD reserves the right to alter terms with prior written notice

CSENSE LTD will sign all tenancy agreements on Landlord's behalf, unless otherwise instructed

CSENSE LTD keeps a regularly updated list of emergency and general workmen. However, if you would like your own specific contractors to carry out water/gas/electrical services, then please advise contact details under "Notes" section of this form

12. Signatures

I confirm that I am the legal owner of the property to be let and have obtained all necessary consents.

Having read and accepted CSENSE LTD terms and conditions, I hereby instruct CSENSE LTD to act as Agents on my behalf to provide the following services:

Letting Services:
Management Services:

This contract will run for 12 months from date property is Let.

Signed:

Print Name:

Date: