Bradleys
ESTATE AGENTS

24 Cowick Street
Exeter
Devon
EX4 1AL
TEL: 01392 270720 FAX: 01392 271441
stthomas@beagroup.co.uk

SERVICE AGREEMENT

IT IS ESSENTIAL YOU COMPLETE THIS DOCUMENT IN FULL

Property Owners Details

Owner(s) Full Names:
Title: MR Forenames: STUART IAN

Surname: BAMFORTH

Title: MRS Forenames: JEAN RUTH

Surname: BAMFORTH

Correspondence Address (including postcode): APPLEGARTH, GLEN ROAD, DUNBLANE, FK15 0DT

Telephone Numbers

Home: 01786 825448 Work: —

Mobile: 07717 364923 Email: s.bamforth@which.net

Emergency Contact Name & Address: AS ABOVE Pm

Emergency Contact telephone number: AS ABOVE PLUS RUTH ON 07792997220

Bank Details

※ PLEASE NOTE THIS IS A CHANGE

Rent paid to Landlord: ~~By cheque~~/Into Bank (please delete as appropriate)

Bank/Building Society: ROYAL BANK OF SCOTLAND

Address: 53a HIGH STREET, DUNBLANE, FK15 0EQ

Account Name: MR STUART I BAMFORTH & MRS JEAN R BAMFORTH

Account Number: 00191024 Sort Code: 83 18 09

Roll Number (if Building Society): —

Version Updated: 24/09/2010 vBDS10

Tax Details

Please advise which of the following will be applicable to you for tax purposes:

Resident in the UK? Yes/~~No~~

Resident Overseas for more than 6 months? ~~Yes~~/No

If 'yes' please complete the **'Overseas Declaration'** attached at the back of the Service Agreement.

Address of Property to be Let

34 HADRIAN DRIVE, EXETER, EX4 1SR

Telephone Number at Property: NONE

Minimum Acceptable Rent: £ 550 per calendar month

Date Property is ready for Letting: IMMEDIATE (SUBJECT TO OUTSTANDING WORKS)

Viewing Arrangements: ~~Key~~/Appointment

Special Conditions for the tenancy agreement (i.e. no pets, smokers etc):

~~WILL BE~~ NO PETS, NO SMOKING

(OTHER CONDITIONS WILL BE PROVIDED)

Tenure & Mortgage Details

Please tick the appropriate boxes where applicable:

Is your property ~~Freehold~~/Leasehold

If Leasehold, has your freehold/management company been advised of your intention to let? Yes/~~No~~ WE ARE ALSO THE FREEHOLDERS OUR AGENTS ARE

Management company name & tel no: WHITTON & LAING, 01392 259395

If freehold - is the property subject to a mortgage? ~~Yes~~/No

If 'yes', you are obliged to seek your lenders consent to let before proceeding

Energy Performance Certificate

Do you have an Energy Performance Certificate for the property? YES / ~~NO~~
If no would you like us to arrange this for you? ~~YES~~ / NO
If you have one, please send it with this agreement or email it to our email address above.
YOU DID THE SURVEY SO HAVE A COPY.

Insurance Details

Have you informed your Insurance Company of the intention to let? YES/~~NO~~
If 'no', your insurance may be void if they are not informed

Do you require us to provide a quote for building and/or contents insurance? ~~YES~~/NO

If 'yes' please state cover required: _____

Please supply details of your chosen insurance arrangements below:

Building insurers: WHITTON & LAING'S BLOCK INSURANCE IS
Address: IN FORCE FOR THE FREEHOLD
Telephone number: _____ Policy number: _____

Contents insurers: _____
Address: _____
Telephone number: _____ Policy number: _____

Utilities and Service Details

Where is the main water stopcock? IN BOILER ROOM AND IN STREET

Where is the water meter? ON PAVEMENT OUTSIDE THE LOUNGE.

Where is the electricity meter? ON LANDING Supplier BRITISH GAS

Where is the gas meter? IN END "DUMMY" CUPBOARD IN KITCHEN Supplier BRITISH GAS

Landlord Gas Safety Certificate renewal date YOU HAVE THIS ON RECORD
Please send a copy of the current certificate with this agreement or email it to our email address above. If you don't have one would, you like us to arrange this for you. YES / NO

Is there a phone line connected YES, BUT NOT IN USE; CABLE IS ALSO AVAILABLE

What is the property Council Tax Band? NOT KNOWN * } I CAN FIND OUT IF NOT ON YOUR EXISTING RECORDS

What day of the week is the refuse collected? NOT KNOWN }

NB Instruction Booklets must be left at the property for <u>all gas appliances</u>

Please provide details of any warranties/guarantee held (e.g. washing machine etc)
Appliance: NONE Account No/Ref: _____

Appliance: _____ Account No/Ref: _____

Name and address of Company: _____

_____

Telephone number: _____

Additional instructions or notes may be added here.

AN INSTRUCTION BOOK IS PROVIDED IN THE FLAT

Bradleys Property Rentals
Terms of Business

This agreement sets out the terms under which Bradleys Property Rentals, part of Bradleys Estate Agents Limited (hereinafter called the Agent) agree to act as the Sole Agents for the Property Owner (hereinafter called the Owner) for an initial marketing period of six weeks. It remains in force for the duration of any tenancy arranged or assigned by Bradleys Property Rentals.

1. The initial marketing rent will be £ 550 = per calendar month and the Owner instructs the Agent to provide their management service

2. The Agent shall be entitled to a commission of ~~12.5~~ 10% % plus VAT of the gross rent income from the property herein described. Such commission shall be deducted from the income received before any other amounts due are paid and will become payable upon the introduction of a tenant (whether directly or indirectly) who enters into a legally binding tenancy agreement

~~3. An initial set up fee of £95.00 plus VAT (£114.00) will be charged with subsequent tenancy agreements charged at a rate of £75.00 plus VAT (£90.00).~~

4. An annual fixed fee of £24.00 (including VAT) will be charged in respect of the Agent's membership of The Tenancy Deposit Scheme

5. The Owner will be liable to pay Bradleys' administration charge of £150 plus VAT (which is £180.00), if the property is withdrawn and the contract is cancelled prior to entering into a formal Tenancy Agreement

6. The Agent is authorised by the Owner to institute works of replacement, repair and maintenance which are estimated to cost less than £200 without further authority from the Owner

7. Works of replacement, repair and maintenance which are estimated to cost more than £200 will not be instigated by the Agent without the Owners specific authorisation, unless there is an urgent need to do so to prevent further damage to the property or to safeguard the life or the property of others. In this event the Agent will inform the Owner at the earliest opportunity of the situation

~~8. The Agent reserves the right to impose a works fee of 10% of contractors costs in excess of £350.00 (or a fee to be agreed), for arrangement and supervision of works.~~

9. The Owner acknowledges his legal obligations under the 'Gas Safety (Installation and Use) Regulations 1994' and Electrical Equipment (Safety) Regulations 1994' and agrees that the Agent will arrange for periodical inspections of appliances as required and safety certificates issued. The cost of these will be charged to the Owner

10. The Owner acknowledges his legal responsibility under the 'Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993' and warrants that during the term of a tenancy, where so applicable, to comply with the said regulations

11. The Agent's management function does not include the supervision of the property before it is let or for any vacant periods other than duties associated with the general marketing of the property

12. The Owner agrees that the Agent is acting on his behalf and indemnifies them against any claim arising. The Agent will not be liable for invoices raised as a result of works or services instructed on the Owners behalf

13. The Agent will arrange to take deposits, collect rent and take payments as detailed above and will provide the Owner with a proper account of all these transactions

14. The Owner agrees to provide a Television Aerial through which Digital Broadcasting may be received

15. The Owner who is not resident in the UK acknowledges the Agent is under a legal obligation to account to the Inland Revenue at the basic rate of tax on rents received

16. The Owner understands that whilst all reasonable steps will be taken to recover monies due from the Tenant, the Agent is not responsible for unpaid amounts and whose responsibility does not extend to taking legal action to recover said sums or possession of the property

17. The Owner agrees to repay any reference fees to a prospective tenant in the event of the subject property being withdrawn after satisfactory references have been obtained

18. The Owner accepts that a tenancy arranged by the Agent is an introduction of the property to the Tenant and that in the event of the property being sold to the Tenant, during the term of the tenancy, a fee, at a rate of 2.0% plus VAT of the selling price, (Subject to a minimum fee of £3000.00 plus VAT which is £3,600.00), will become due upon completion of the sale.

19. Should the Agent introduce a third party who wishes to purchase the property, during or immediately following a tenancy residence, a Sole Selling Rights Agency Agreement, clarifying the fees payable, will be made available at the appropriate time

20. The Agent will obtain keys for the property as and when required, the cost of which will be charged to the Owner

21. The Owner understands that ten working days will be allowed for the clearance and onward payment through the banking system of rent received by the Agent

22. No interest will be paid by the Agent on monies held or received on behalf of the Owner of said property

23. The Owner instructs the Agent to create tenancies within the scope of authority given above

I understand and agree to the terms and conditions laid out above and confirm the information I have provided is true and correct.

Signed: Stuart I. Bamforth

Full Name: (in block capitals) STUART IAN BAMFORTH

Address of Property: 34 HADRIAN DRIVE, EXETER, EX4 1SR

Date: 26/09/13

On behalf of Bradleys Property Rentals, as part of Bradleys Estate Agents Limited:

Signed: _____

Name: (in block capitals) LEWIS ROSSITER

Date: 24/9/13

THE TENANT DEPOSIT SCHEME

Terms:

"Landlord" means	Property owner as specified on the property deeds
"Deposit" means	The deposit is to be held by the Landlord/Agent in accordance with an authorised tenancy deposit scheme
"Stakeholder" means	The Landlord/Agent holding the deposit deductions from which cannot be made without both parties' consent.
"ICE" means	Independent Case Examiner of The Dispute Service

1 The Tenancy Deposit

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

Phone 0845 226 7837
Email deposits@tds.gb.com
Fax 01494 431 123

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

If the Landlord decides to hold the Deposit himself, we will transfer it to you within 5 days of receiving it. The Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Scheme. In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. The Agent has no liability for any loss suffered if the Landlord fails to comply.

The Agent holds tenancy deposits as Stakeholder.

1 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 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 ICE 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 the Landlord or the Tenant 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 the Agent or Landlord 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 any party wants 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 the appropriate party.

The Agent 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.

2 Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses.

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* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

Version Checklist – 24/09/2010 vRPS1U

Signed by the Landlord: Stuart I. Bamforth

Full Name: (in block capitals) STUART IAN BAMFORTH

Address of Property:

34 HADRIAN DRIVE,

EXETER, EX4 1SR

Date: 26/09/13

On behalf of Bradleys Property Rentals:

Signed:

Name: (in block capitals) LEWIS ROSSITER

Date: 24/9/13

Additional instructions or notes may be added here:

DATA PROTECTION STATEMENT

We may wish to contact you from time to time to notify you of products or services offered by us and other third parties which we believe may be of interest to you. If you do not want us to contact you in respect of the above please tick here: ☐

We may wish to pass on your details to third parties (including but not limited to other companies within the Bradleys Group and certain Independent Financial Advisers) who may contact you to notify you of products or services, which they believe may be of interest to you.

If you do not want us to pass on your details on to a third party, please tick here: ☐