

Exmouth, Devon, EX8 2SN
Tel: 01395 222300
Email: exmouth@beagroup.co.uk

SERVICE AGREEMENT

IT IS ESSENTIAL YOU COMPLETE THIS DOCUMENT IN FULL

Property Owners Details

Owner(s) Full Names:

Title: MR Forenames: A. M. R

Surname: MILLER

Title: _____ Forenames: _____

Surname: _____

Correspondence Address (including postcode): MILLER + SON LTD,

12 THE STRAND, EXMOUTH, DEVON, EX8 1AB

Telephone Numbers

Home: 01392 879663 Work: 01395 272893

Mobile: 07973 667867 Email: JerryMiller69@yahoo.co.uk

Emergency Contact Name & Address: JERRY MILLER

5 MODEL COTTAGES, LYST ST GEORGE, EXETER, EX3 0RD

Emergency Contact telephone number: 07973 667867

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

Signed: _____

Name: (in block capitals) _____

Date: _____

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.

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 £_____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 % 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: 

Full Name: (in block capitals) JERRY MILLER

Address of Property: FLAT 6, 15 IMPERIAL ROAD, EXMOUTH, EX8 1BY

Date: 06/11/14

Signed by the Landlord: J. Miller

Full Name: (in block capitals) JERRY MILLER

Address of Property:
FLAT 6, 15 IMPERIAL ROAD, EXMOUTH, EX8 1BY

Date: 06 / 11 / 14

On behalf of Bradleys Property Rentals:

Signed: _____

Name: (in block capitals) _____

Date: _____

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: ☐

Notice of Right to Cancel

THE PROPERTY

Flat 6, 15 Imperial Road, Exmouth, Devon, EX8 1BY

YOUR NAME

Mr J Miller

YOUR ADDRESS

With effect from today's date..... you have the right to cancel this contract if you wish. You should write (which can include e-mail) to at the above address within 14 days of the above date. The notice of cancellation is deemed to be served as soon as it is posted, served or sent. You can use the form below if you wish.

.....
Mr J Miller
Exmouth Indoor Market
12 The Strand
Exmouth
EX8 1BY

Right to Cancel Agreement

If you wish to cancel the contract, you must do so in writing and deliver or send this notice to the person named below. **ONLY SEND THIS FORM IF YOU WISH TO CANCEL THE CONTRACT**

To: Mia Ramsden, Bradleys Estate Agents, 33 Rolle Street, Exmouth, Devon, EX8 2SN

I / We, hereby give notice that I / We wish to cancel my / our contract for the letting of Flat 6, 15 Imperial Road, Exmouth, Devon, EX8 1BY.

Signed

Signed

Dated.....

.....
Mr J Miller
Exmouth Indoor Market
12 The Strand
Exmouth
EX8 1BY

Work Commencing prior to the expiry of the Cancellation Period

I / We agree that Bradleys may commence work on my / our property Flat 6, 15 Imperial Road, Exmouth, Devon, EX8 1BY for rental on(date), before my cancellation period has expired.

I / We understand that if I / We decide to cancel this contract within 14 days, I / We will be asked to pay the administration charge of £150 plus VAT (which is £180.00) to Bradleys as a contribution towards costs that will have been incurred.

Signed

Signed

Dated.....

Landlord Gas Safety Certificate renewal date_____

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

NB Instruction Booklets must be left at the property for all gas appliances

Please provide details of any warranties/guarantee held (e.g. washing machine etc)

Appliance: _____ Account No/Ref: _____

Appliance: _____ Account No/Ref: _____

Name and address of Company: _____

Telephone number: _____

Additional instructions or notes may be added here.

Bank Details

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

Bank/Building Society: BARCLAYS BANK

Address: HIGH ST, EXETER

Account Name: MILLER + SON LTD

Account Number: 70636894 Sort Code: 20/30/47

Roll Number (if Building Society): _____

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

FLAT 6, 15 IMPERIAL ROAD, EXMOUTH, EX8 1BY

Telephone Number at Property: _____

Minimum Acceptable Rent: £_____ per calendar month

Date Property is ready for Letting: AS OF NOW

Viewing Arrangements: Key/Appointment

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

NO PETS OR SMOKERS

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

Management company name & tel no: _____

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

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.

Insurance Details

Have you informed your Insurance Company of the intention to let? YES/NO YES

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 NO

If 'yes' please state cover required: _____

Please supply details of your chosen insurance arrangements below:

Building insurers: NIA

Address: _____

Telephone number: 0117 945 3900 Policy number: 004075980 / 004254616
(Castleford Insurance Brokers)

Contents insurers: _____

Address: _____

Telephone number: _____ Policy number: _____

Utilities and Service Details

Where is the main water stopcock? _____

Where is the water meter? _____ Serial No. _____

Where is the electricity meter? _____

Supplier _____ Serial No. _____

Where is the gas meter? _____

Supplier _____ Serial No. _____

Is there a phone line connected _____

What is the property Council Tax Band? _____

What day of the week is the refuse collected? _____

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.

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

OVERSEAS DECLARATION

1 Owner(s) Full names: _____

2 Address of Rental Property: _____

3 Overseas Address: _____

4 Date moved overseas: _____

5 Overseas contact number: _____

6 Email address: _____

7 National Insurance Number: _____

8 Are you in possession of a Tax Exemption Approval letter from
the Inland Revenue: YES/NO

If, 'Yes', to question 8 - please send copy of Inland Revenue letter of
approval (NRL8) to the below address

If, 'No' to question 8 – Do you require a NRL1 Application form:
YES/NO

Please return to:

Bradleys Accounts Department, Freepost (SW30820)
7 Stevenstone Road, Exmouth, Devon EX8 2EP

N.B. Please note that until such time as Bradleys are in receipt of the Inland
Revenue Approval Letter, the standard rate of tax will be deducted from any
payments forwarded to the Landlord
