

JL
James Laurence



Letting Services & Agency Agreement

City Centre Branch

37-39 Ludgate Hill, Birmingham, B3 1EH
+44 (0)121 604 4060
info@jameslaurenceuk.com

Edgbaston Branch

5 Chad Square, Edgbaston B15 3TQ
+44 (0)121 456 5454
edgbaston@jameslaurenceuk.com

REASSURINGLY LOCAL

Comprehensive services for every type of landlord

Do you require help in seeking out and vetting suitable tenants for your property?

Need support with the legal aspects of letting your house or apartment or would you like the assurance and comfort of an extensive letting and property management service that handles it all for you?

Whatever the level of support you need, as specialists in the city centre and the Edgbaston and Harborne areas, we can provide the service that's right for your needs.



How we help landlords

Our dedicated team are here to help you reach your letting aspirations and meet the requirements of potential and current tenants to make sure your investment pays dividends.

We'll make sure you attract the right tenants and the best calibre for your property - tenants who will respect your property and your rental/tenancy agreement.

We offer a portfolio review for landlords to see if they're maximising their opportunities for their current investments and our team are experienced in prompt rent collection and credit control. Our experience extends to supporting landlords who are based overseas offering the piece of mind that their property in the UK will be managed on their behalf while they continue to live overseas.



James Laurence Estate Agents specialise in residential sales and lettings in Birmingham city centre and the Edgbaston and Harborne areas

- Open six days a week
- Accompanied viewings with feedback provided within 24hrs
- Professional photography and floor plans available
- Having a large, and current applicant database
- Maximum marketing exposure on property portals

We offer traditional values using the very latest marketing and selling techniques that vendors and landlords should expect in an independent company. We pride ourselves on the complete customer service experience in selling and letting a home - showing honesty, efficiency and passion in maximising opportunities for our clients whilst maintaining clear communication.

- Premium display advertising available on **Rightmove**, **Zoopla** and **PrimeLocation**



Landlord property management services

James Laurence pride ourselves on the complete customer service experience in letting your home - with years of experience complimenting an exclusive and simple letting service.



Our complete service includes:

- Full property management including professional credit referencing as standard



- Finding professionally qualified tenants

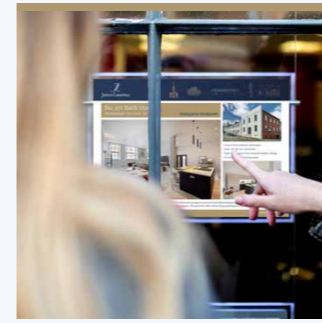
- Seamless moving and set up process
- Rent collection / deposit registration



- Advertising on market leading portals such as **Rightmove**, **Zoopla** and **PrimeLocation**



- Window display in busy branches



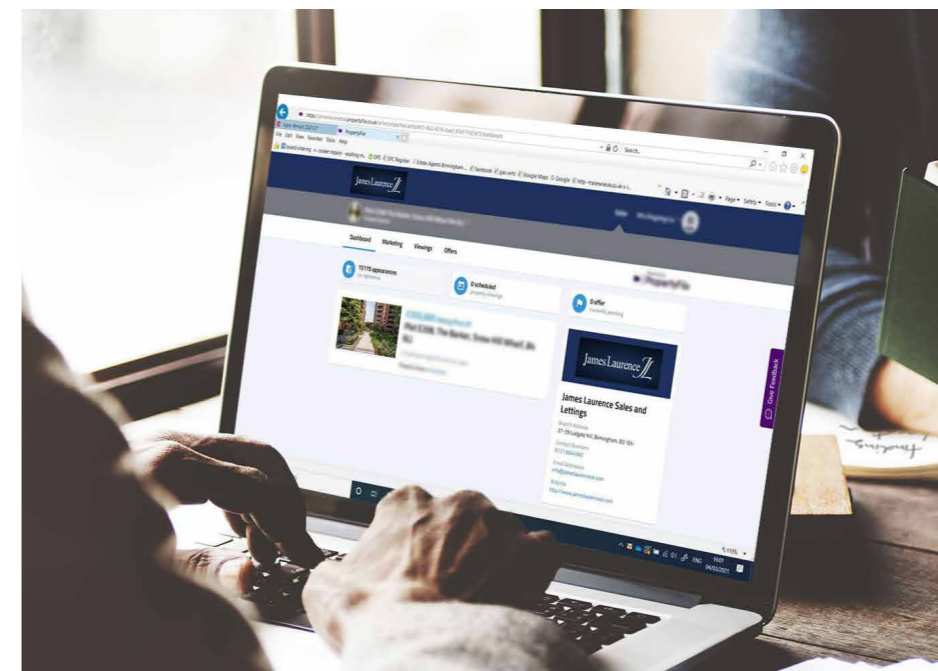
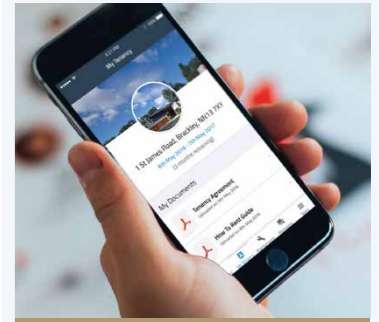
- Accompanied viewings Monday to Saturday
- ARLA qualified staff



- Large and active current tenant database



- 24/7 access to PropertyFile for tenancy updates



PropertyFile

Property File provides landlords with 24-hour access to key information such as your tenancy documents, deposit details, inspections and accounting statements and invoices.

goodlord

We use award-winning lettings software **Goodlord** to vet potential tenants and to speed up the whole pre-tenancy process to reduce your void periods.

Landlords services to meet your needs

1. Fully managed service
2. Rent Collection service
3. Tenant Find service

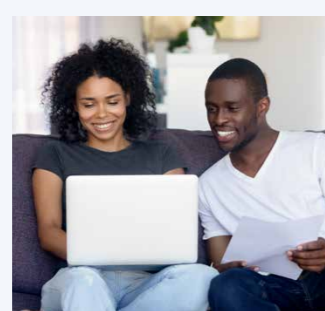
Our three services cover finding the right qualified tenant, conducting thorough referencing on applicants and Right to Rent Checks, setting the tenancy up to date with current legislation including inventory, safety certificates, EPCs etc, drawing up the AST and registering deposits with the DPS.

Our fully managed service includes, but is not limited to:

• 24/7 access to PropertyFile for tenancy updates



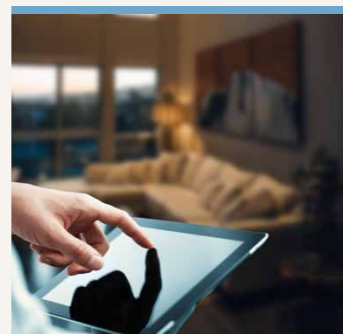
• Reviewing property rents on an annual basis and negotiating rent increases where applicable



• Arrange Tenancy Renewals Serve

• Serve statutory Notices where required (i.e. Section 21 Notice to Vacate)

• Negotiation of Deposit Reallocation



• Routine Property Visits

• Take meter readings at the start and end of the tenancy and inform utility suppliers and council

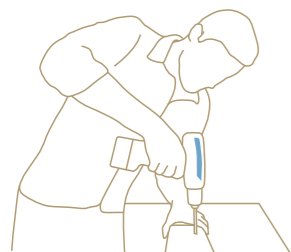
• Property Maintenance (Routine and Emergency)

• Co-ordination with local reputable contractors for property maintenance at competitive price

• New build snagging inventory can be arranged

• Accurate advice from our trained and dedicated team

• Advice on legal aspects of property letting, keeping you compliant



Landlord services at a glance

All costs subject to VAT at 20%

Service	Fully Managed	Rent Collection	Tenant Find
Find a tenant	✓	✓	✓
Conduct referencing on applicants	✓	✓	✓
Register deposit with the DPS	✓	✓	✓
Inventory provided	Available	Available	Available
Collect rent	✓	✓	
Propertyfile landlord accounts management	✓	✓	
Rent warrantee for fixed term	Available	Available	Available
Half tenancy Property inspections	✓		
Move out inspections	Available	Available	Available
Management of tenancy/ deal with tenant issues	✓		

Service	Fully Managed	Rent Collection	Tenant Find
New tenancy set up	1st month 50% (£399 min)	1st month 50% (£399 min)	1st month 75% (£450 min)
Monthly Commission	10%	7%	n/a
Tenants referencing	Included	Included	Included
Tenancy Renewal	£95	£95	£145
Energy Performance Certificate	Available	Available	Available
Inventory	Available	Available	Available
Gas Certificate	Available	Available	Available
Electrical certificate	Available	Available	Available
Landlord insurance	Available	Available	Available
Key Cutting service	£35 plus key/ fob costs	£35 plus key/ fob costs	£35 plus key/ fob costs
Additional Advertising Costs	Upon request	Upon request	Upon request

Letting Agency Agreement

This agreement sets out the terms and conditions under which James Laurence ("the Agent") will act for you in the letting and/or management of your Property. Please read the whole of this Agreement, which should be signed by all the property owners (or a person with authority to act on your behalf) as Landlord(s) of the Property and by one of our representatives.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

1. Property to be Let ("The Property")

Full Address:

2. Landlord Details (please give the names of all owners of the property) ("The Landlord/You")

Full Name(s):

Company Name:

Address & Postcode:

Home Telephone:

Mobile:

Email Address:

Overseas resident? If so, state NRL1 code:

3. James Laurence Estate Agents Ltd ("The Agent/We")

(Company number 05023365) of 37-39 Ludgate Hill, Birmingham, B3 1EH www.jameslaurenceuk.com

James Laurence Edgbaston Ltd ("The Agent/We")

(company number 08588891) of 5 Chad Square, Hawthorne Road, Edgbaston, B15 3TQ www.jameslaurenceuk.com

4. Type of Agency - Important: see Terms and Conditions

The Landlord agrees to instruct the Agent on the basis of a (please tick box)

Sole Agency Multiple Agency

Note that any multiple agency may apply only to the service of finding a Tenant for the property. The Full Management Service and the Rent Collect Service may only be taken on a sole agency basis.

5. Letting or management service required

Tick one box:-

Full Management Service

Rent Collect Service

Tenant Find Only Service

6. Services included

Main services included	Full Management Service	Rent Collect Service	Tenant Find Only Service
Find a Tenant	✓	✓	✓
Conduct referencing on applicants	✓	✓	✓
Register deposit with the DPS	✓	✓	✓
Collect rent	✓	✓	
Propertyfile landlord accounts management	✓	✓	
Half tenancy Property inspections	✓		
Management of tenancy/deal with Tenant issues	✓		

The Full Management Service includes:

- Advising as to the likely rental income.
- Advertising and generally marketing the Property.
- Interviewing prospective Tenants and taking up full references including bank reference, and employer or previous landlord character reference. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
- Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and seeking to renew the agreement where necessary at the end of the tenancy term.
- Liaising with a Landlord's mortgagees where necessary with regard to references and tenancy agreement.
- Taking a deposit and/or a holding deposit from the Tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the Tenant and the tenancy deposit scheme provider.
- Pursuing collection of the Rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
- Arranging with service companies (principally electricity gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each tenancy.
- Inspections of the Property are carried out at half tenancy and at move out (The additional optional services cost will apply for the check-out). Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent.
- 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.
- Making payments on behalf of the Landlord from rents received for costs in managing the Property.

7. Fees payable

	Full Management Service	Rent Collect Service	Tenant Find Only Service
New tenancy set up	50% of 1st monthly rental (£399 min)	50% of 1st monthly rental (£399 min)	75% of 1st monthly rental (£450 min)
Monthly commission	10% of monthly rental from 1st month	7% of monthly rental from 1st month	n/a
Tenants referencing	Included	Included	Included
Tenancy renewal	£95	£95	£145
Management visits/ inspections	Included	n/a	n/a
Registering a deposit with a scheme provider	Included	Included	Included
Key cutting service	£35 plus key / fob costs	£35 plus key / fob costs	£35 plus key / fob costs
Transfer of management during tenancy	£125	£125	n/a

The monthly commission is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy. All fees are subject to VAT at the prevailing rate.

8. Additional optional services

Tick as required. All fees are subject to VAT at the prevailing rate;-

- Provision of Property inventory / schedule of condition – depending on contents and condition – []
- Move out inspection – []
- Rent warranty for fixed term, available from [] – we will pass your name and details to this provider
- Landlord insurance, available from [] – we will pass your name and details to this provider
- Additional advertising – costs available on request
- Energy Performance Certificate – []

- Gas certificate – []
- Gas safety check – []
- Electrical certificate – []
- Key cutting service - £35 plus key / fob costs
- Enhanced Rightmove listing - £50
- Smoke Alarm and CO2 testing installation – []
- Legionella testing – []
- Quarterly or six-monthly Property inspections – []
- Premium advertising – []
- Registration of deposit – []

9. Sharing your data

We will keep your personal data on file and may pass this onto other organisations which are part of the James Laurence network who may contact you to offer financial or property related services unless you withdraw your consent by writing to the Agent.

In addition, we may pass your personal data to carefully selected third party businesses who may wish to offer you financial or property related services.

Please tick this box if you are happy for us to share your personal data with other third party business partners in this way. For example, these services may include rental warranty, landlord insurance, legal services, mortgage services, accountancy services, furniture packages etc.

Please note that you can withdraw your consent at any time by writing to the Agent.

10. The Property Ombudsman (TPO) Scheme Notice /TPO Redress Scheme

We are members of the TPO Scheme and abide by the TPO Code of Practice. You agree that, in the event of your making a complaint to the TPO or to the TPO redress scheme, we may disclose information relating to the sale of your property to the Ombudsman. You also agree that we may disclose your contact details to TPO Ltd (who are responsible for running the TPO scheme) to assist them in their monitoring of our compliance with the TPO Code of Practice.

11. Description of Property:

House bungalow flat – ground floor

flat – above ground level (with lift) flat – above ground level (no lift)

Description of kitchen

Description of lounge

Description of other living rooms

Number of bedrooms

Description of bedrooms

Number of family bathrooms

Number of en-suite bathrooms

Number of reception rooms

Outside space: private garden shared garden balcony

Parking: garage for [] car(s) off-street parking for [] car(s) on street

Permit required:

Other features:

Any shared facilities/amenities:

Which of the following services are available within the property?

Mains electric – details of provider

Mains water – details of provider

Mains gas – details of provider

Mains drainage

Private drainage

Are any of the services currently disconnected and if so, which?

What heating system, if any, does the property have?

What fuel does it use? Gas LPG Electricity Other (please specify)

Is the plumbing and heating system in good working order? If you have verified that the plumbing and the heating systems are in good working order, you must notify us if there is any change in their status or condition as soon as it comes to your attention.

Does the Property have any service contracts for central heating or domestic appliances? Please provide contract details including contact numbers and renewal dates.

Are there any other outstanding maintenance or repair problems or issues? If so, please provide details.

Furnished unfurnished

Appliances - The items listed below will be included in the letting. These items must be in good working order. For example kitchen appliances, fire, immersion heaters, alarm systems, external security lighting. Wherever possible make a note of make, model and serial number.

ITEMS LOCATION.....

ITEMS LOCATION.....

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ITEMS LOCATION.....

Council tax band Refuse collection day.....

Does the Property have any shared or common facilities with other neighbouring properties? If so, please clarify.....

Does the Property have any relevant rights of access or usage over any other property?

12. Letting terms

Proposed / target monthly rental (gross)

Property available from.....Period of availability.....

Special conditions (e.g. over pets).....

Maintenance and repairs authority: Up to £..... (minimum figure £250) may be spent by Agent in relation to any single breakdown or repair, for necessary repairs and maintenance with reference to Landlord.

Landlord preferred tradesman;-.....

Name.....

Contact no.

Landlord preferred builder;-.....

Name.....

Contact no.

Landlord preferred electrician;-.....

Name.....

Contact no.

In each case, the Agent will seek to use these providers where practicable and available, but reserves the right to engage other providers at its discretion.

Please indicate here if you do not wish us to erect a ‘To Let’ or ‘Let By’ sign at the Property, recognising that such a board is an advantage in finding a suitable Tenant.

13. Landlord bank details

Bank name and address

Account name

Sort codeAccount number

14.Mortgage details

Details of lender – name, address and account number

Has written consent of lender been obtained to letting the Property? For what period?If so, please provide a copy.

15. Signatures of Agent and Landlord(s)

IMPORTANT – In signing this contract you are entering into a binding legal agreement and will be responsible for our fees and any other payments due to us. If you have instructed another agent on a sole agency or sole selling rights basis you must check whether by instructing us as your agent as well, you could be liable to pay both agents’ fees once your Property has been let.

ON BEHALF OF THE AGENT:-

Signature..... Full Name (CAPITALS)Date.....

ON BEHALF OF THE LANDLORD(S):-

I am/We are the owners/only owner of the Property: Yes No (tick one box only)

If your answer is No, please state the full name and whereabouts of the owner(s)/other owner(s) and provide valid authority that you are authorised to act on their behalf.

I/We have read and have been given the opportunity to ask questions and discuss any points arising in connection with this agreement. I/We have understood the provisions of this contract including the amounts payable and I/We agree to its terms including the terms and conditions overleaf. I/We authorise the Agent to pay any sums due to Us under this Agency Agreement to the bank account stated at section 13.

Signature..... Full Name (CAPITALS)Date.....

Signature..... Full Name (CAPITALS)Date.....

16. Notice of Cancellation Rights (if applicable)

In certain circumstances, chiefly being when the Agency Agreement is completed away from our business premises (such as at your home), under the Consumer Contracts Regulations 2013, you have the right to cancel the Agency Agreement referred to above if you wish. This right can be exercised by delivering or sending (by post or email) a written cancellation notice to the person indicated below at any time within the period of 14 days starting with the date of receipt by you of this notice. If you wish to cancel the Agency Agreement you should post or deliver your written cancellation notice to the Agency at the address stipulated in section 3 above of the Agency Agreement. If you choose to cancel this contract, your cancellation will be effective from the time your cancellation notice is posted or sent to the address set out above or, in the case of email, on the day it is sent. A cancellation notice may be in any form provided it is in writing, but if you decide to cancel this Agency Agreement you may wish to use the attached cancellation form.

PERFORMANCE OF THE CONTRACT PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD

The Services set out in the Agency Agreement will not commence until the day following the last day of the cancellation period. If you wish the Services to begin within the cancellation period, you must agree to this in writing. Your right to cancel the Agency Agreement within the cancellation period will not be affected. However, if you do choose to cancel the Agency Agreement you will be required to pay for goods and services supplied prior to cancellation. If you wish the Services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

I/We confirm that I/We wish the provision of the Services under the Agency Agreement to commence immediately.

I/We understand that if I/We subsequently exercise our right to terminate the Agency Agreement within the cancellation period we will be required to pay for goods and services supplied prior to cancellation.

If a Tenant has been introduced by the Agent before cancellation, who subsequently enters into a rental contract for the Property, I/we understand that the new tenancy set-up fee will still be payable.

Landlord’s signatureDate..... Landlord’s signatureDate.....

CANCELLATION NOTICE

If you wish to cancel the Agency Agreement you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to. (Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**). I/we (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) Agency Agreement relating to the sale of:

James Laurence Sales and Lettings, 37-39 Ludgate Hill, Birmingham, B3 1EH. Email address lettings@jameslaurenceuk.com

Signature Full Name (CAPITALS)Date.....

Address

