



Letter Ref: Unsent letter
27/01/2016

Dear

RE: Your Terms of Business with Pinnacle

Thank you for inviting us to act as your agent. Please read the Terms of Business as laid out in this document

Rent

We will advertise the property as being available from INSERT DATE at £INSERT RENT per calendar month.

The Tenancy Deposit

A deposit of £INSERT DEPOSIT will be collected and held by us, as the 'Agent as Stakeholder' under the terms of the Tenancy Deposit Scheme (TDS). www.TDS.gb.com

Special tenancy conditions

We understand that the following special conditions are to be included in our standard tenancy agreement;
None required.

To Let board

We both agree that we can place a To Let board on the property to maximise the marketing potential.

Viewings

We will arrange access for viewings by text message or phone call to occupants as applicable.
Prospective tenants will always be accompanied on viewings

When we let your property

Prior to signing a tenancy agreement we will send you a draft copy, please take time to ensure that all details on the tenancy agreement are correct.

Referencing

When we reference professional tenants we will carry out a credit check, obtain proof of ID, nationality, employment and salary. If the credit check is in any doubt we will contact you.

With students, we check their status by taking a copy of their college/university identification card, and do not carry out credit checks. With overseas students we take copies of their passports and student visas.

Collecting Rent

We will collect the rent by standing order (and debit card) from the tenant, and if the tenant does not pay on time we will chase them for the rent outstanding. This will be first by text message and then by directly calling them for payment by card over the phone. If unsuccessful we will contact their co-tenants, guarantors, parents, and next of kin (if applicable). If we are unsuccessful after rent chasing we will contact you to advise and discuss the next steps.
You may need to instruct a solicitor at this point to pursue the debt. This may result in court proceedings and cost to yourself.



Paying your rent

We will pay any rent due to you within 3-4 working days of receiving payment from the tenant to the bank account number that you have provided us. If at any future time you change bank account details with us, please make sure that you provide us with those new details and that we confirm by email that we have changed those details on our system.

Property management and maintenance

It is important we know what action to take when managing your property (we call this Maintenance Preferences), you can add to these maintenance preferences at any time.

Inventory and inspections your property

With the introduction of Tenancy Deposit Protection Legislation in April 2007, the need for an accurate and thorough inventory is paramount in winning potential claims against tenant deposits at the end of each tenancy. We do inspect throughout and at the end of the tenancy. In both cases we will provide you with a report.

The end of the tenancy agreement

We will contact the tenants near the end of the tenancy to establish whether they wish to extend or renew their tenancy, or serve a Section 21 notice.

We will inspect and compare the property to the inventory and if necessary liaise with the tenants over proposed charges to their deposit and organise for any maintenance or cleaning to be carried out.

If there are any deposit deductions, we will inform you immediately, instruct the contractor and then charge the invoice against your account. We will then transfer the cost of the invoice from the tenant unless the deduction is disputed or overruled by the Tenancy Deposit Scheme.

At the end of the tenancy, we repay the whole or the balance of the deposit to the tenant within 10 working days unless agreed otherwise.

Further Steps with Deposit disputes

After 10 working days' following notification of a dispute to you, an unresolved dispute case will be submitted to the Independent Case Examiner of The Dispute Service (ICE) for adjudication. Your statutory rights to take legal action against the other party remain unaffected.

Our service fees

Letting Set-Up Fee

25% of the monthly rent + VAT

Charged when we sign the tenancy agreement; which may be days, weeks or even months before the tenancy agreement starts.

We will charge this fee to your account, and if there are insufficient funds we will then contact you to make payment, which is due within 5 days.

A letting set-up fee will be charged every time a tenancy agreement is signed. Please inform us immediately if you do not want to proceed with us signing the tenancy agreement.

Direct Approaches

You agree to pay the letting setup fee on receipt of the invoice within 7 days if you enter and sign a tenancy agreement where:

- You directly approached the tenant(s) who viewed your property through us as the agent.
- The tenant(s) directly approach you having viewed the property through us as the agent.

Monthly management charge

We charge on the rent collected an ongoing management fee of INSERT FEE% plus VAT.

Inventory charges

We apply an inventory charge at the start of each new tenancy (excluding renewals) and send you a copy of the inventory.

Subject to the number of bedrooms, we charge:

Studio /1/2 bed £79 + VAT

3 bed £89 + VAT

4 bed £119 + VAT

5 bed £129 + VAT

6 bed+ £159 + VAT

Tax

We can provide you a part completed self assessment tax report on request. However you are responsible for preparing



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and submitting a full tax return.

Non resident landlord (NRL)

If you are a Non Resident Landlord (Overseas) please supply us with your NRL exemption number, unless we receive your exemption number we are required to deduct tax and pay to the Inland Revenue on your behalf.

Liability

As your agent we cannot be held liable for:

- Any damages or costs against the property
- Costs of recovering rents not paid by tenants
- Costs associated with deposit damages or decisions by the TDS
- Your Tax liabilities

Selling your property

If you decide to sell your property while there is a tenancy agreement in place, please inform your solicitor and the new owners that these terms are in place. The new owners need to be made aware that they will take on the responsibility of the tenancy agreement and these terms of business.

Terminating this agreement

You can serve one month's notice in writing to end our services.

We charge £250 plus VAT ending tenancy admin charge, but do not charge this if you end the service on the last day of the tenancy.

Furthermore:

- We will deduct any repairs or purchases for your property.
- You will honour any tenancy agreements which may not have started yet.
- We also can end the management service, in writing with one months notice.

Additional Services Charges

We may from time to time charge for additional services.

Certain situations may arise that require you as a landlord and us as agent to carry out meetings and tasks that are not within our normal management service.

These may include:

- Preparing and signing guarantor agreements.
- Onsite meetings with the council regarding HMO licensing.
- Completing and submitting HMO licensing applications on your behalf.
- Administering disputes that go to The Deposit Service ICE.
- Administering information for legal proceedings.
- Attending court.
- Preparing and sending out self assessment tax reports.

In all cases, we will contact you and confirm before carrying out the meeting or task.

Legal Permissions

Prior to the above we need to ascertain that you have legal permission and have authority to agree to these terms to let out the property.

We therefore need to verify that you:

- Are the freehold owner of this property
- Or if a leaseholder that you have permission to let the property from the freeholder.
- Have consent from the mortgage company to rent the property (if you have a mortgage)
- Are entitled to all rent from the property.
- Have given us all the relevant information regarding the property, especially information which may affect the tenant's use of the property.
- Understand that if the information given is wrong, which then causes legal proceedings to be taken; you understand and agree to reimburse Pinnacle reasonable costs associated to the legal proceedings.

Discrimination Policy

We will inform you if you specify or select tenants that do not meet our Selection and Discrimination Policy. That is, we do not restrict the letting of the property by:

Age, Disability, Race, Religion, Sex or Sexual Orientation.

Your Indemnity



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We will act on your authority to let the property and sign the tenancy agreement on your behalf as the landlord. You as the landlord will indemnify us against any claims and liabilities incurred by you in the activity of the tenancy agreement and the property.

Furniture and fittings

Soft furnishings must comply with the (fire) (safety) regulations 1988, and you are responsible for maintaining the supplied furniture and fittings.

Gas safety

You confirm that there is, or will be, when the tenancy commences, a valid gas safety certificate for the property (if there is a gas supply to the property).

HMO's

With Houses of Multiple Occupation (HMO) and the licensing of properties and landlords, you are responsible for the registering of the property with the council as an HMO, completing works and obtaining the necessary licenses and certificates.

Fire Alarm Systems

If your property is a HMO and requires a local authority monthly inspection and report on the fire alarm system, You confirm that:

If you are responsible for the check, you will email us, monthly, a photo of the check and the written entry in the fire alarm log. Or:

If you require us to carry out the checks, we will change your managed service to our HMO Plus Fully Managed Service.

We will then carry out the monthly check on your behalf and hold records of such.

For this service there will be an additional 1.5% monthly management fee.

Portable Appliance Testing and Fire Alarm Installations

We highly recommend that the electrical and fire alarm installations have valid certificates and appliances have been Electrically tested (PAT)

Confirmation of these terms of business

We will continue re-letting your property unless you inform us otherwise in writing. Please be aware we may re-let your property many months in advance of the tenancy start date.

From the first time we advertise your property you will have accepted these terms of business.

Any future tenancy agreements will be confirmed by instruction letter

Next Steps

Please contact us to advertise and let your property.

Thank you

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