



TERMS OF BUSINESS

DEFINITIONS:

THE PROPERTY: The Premises stated in the tenancy agreement.	THE AGENT: Property Link (Belfast)		
The Landlord:	Telephone:		
Email:			
Address:			
Landlord Reg No:	Expiry Date: DD / MM /YY	HMO Licence No:	Expiry Date: DD / MM /YY

Where the Landlord is referred herein in the masculine and/or singular, this masculine/singular term shall be understood to include and refer to a Landlord, which is either masculine, feminine, a partnership or a limited company.

I / We confirm that I / We are the sole / joint owner(s) of the property known as:

Postcode:

Signed by: _____ Date: _____

1. LETTING SERVICES

The Agent will:

- 1.1 Inspect the Property, and advise the landlord on rent levels, furnishings and the likelihood of the property being let.
- 1.2 Introduce prospective tenants to the Property
- 1.3 Arrange and supervise appointments for prospective tenants to view the Property and negotiate and agree the terms of the tenancy and deposit.
- 1.4 Before the commencement of a tenancy attend the property to take professional pictures and provide a written inventory at the fee of £50 +VAT and on the termination of the tenancy to attend the property and check the original inventory for loss or damage at the fee of £50 + VAT.
- 1.5 Draw up and arrange to have properly executed Property Link Northern Ireland standard tenancy agreement or any modification thereof mutually agreed between the Landlord and Tenant.

2. MANAGEMENT SERVICES

The Agent will:

- 2.1 Deal with day-to-day management matters including taking reports of repairs to the property and report them to the Landlord. The Landlord will be responsible for ALL items of maintenance, redecoration, renewal or repair to the property set out in the Tenancy agreement. Whilst the Agent will make reasonable efforts in dealing with the day to day management of the property, take reports relating to repairs, and where practicable and possible reporting same to the Landlord. Property Link will accept no liability for any personal injury, loss or damage whatsoever suffered by the Landlord or any other party as a result of any failure to do so. The Landlord is solely responsible for ensuring that the property is in a fit and proper state of repair.

- 2.2 The Landlord hereby confirms that Property Link have his authorisation in the event (if for any reason) of being unable to contact the Landlord arising out of an emergency in relation to the provision of services, to include gas, water and /or electricity, washing machine, cooker and heating to provide for an emergency repair to be carried out at the Landlord's expense, the costs of same to be deducted from the rent. If the rental income is insufficient to cover the costs of the emergency repair, the Landlord shall remain liable for any amount so due.
- 2.3 Demand, collect and give receipts for rent and other payments at any time due to the Landlord from any tenant or other authorised person in respect of the property, and make just and reasonable deductions in respect of fees and other out-goings discharged by the Agent, and account to the Landlord by the 1st week of the subsequent month/ 4th week of the month.
- 2.4 The Landlord will be informed of any rent arrears through the monthly statements. If it is necessary for legal action to be taken the Landlord will be responsible for instructing their own solicitor and will be liable for all legal fees and costs incurred, unless otherwise agreed.
- 2.5 Sign and give lawful notice to any Tenant to abate any nuisance or remedy a breach of covenant or for any other purpose whatsoever and to accept surrender or leases or tenancies upon whatsoever terms the Agent thinks fit.

3. LANDLORDS OBLIGATIONS

- 3.1 The Landlord warrants to the Agent that he/she is the owner of the property and that he has full power and entitlement to enter into this agreement and that he has obtained all consents to letting required from superior Landlords and mortgagees prior to entering into this agreement and will supply copies to the Agent to support this upon demand.
- 3.2 The Landlord undertakes to ratify all actions taken on his/her behalf in connection with letting or management of the Property by the Agent.
- 3.3 The Landlord agrees to indemnify and keep indemnified the Agent from and against and all losses, damages or liabilities suffered, incurred or imposed by or on the Agent provided that they were incurred on the Landlord's failure to undertake repairs of the Property and any failure of the Landlord in the non-performance of this Agreement and further any losses whatsoever the Agent may incur if the Landlord does not supply accurate information to the Agent regarding any matter which may cause a breach of contract with the tenant.
- 3.4 The Landlord shall arrange for the electricity, gas rates and telephone meters to be read and accounts settled prior to the commencement of the tenancy and to advise these services that the Landlord is no longer responsible from given date for the payment of these accounts. The Agent cannot accept responsibility in the event of the tenant failing to register for these services in his/her own name.
- 3.5 The Landlord shall keep in good and proper repair the Property to include without prejudice to Clause 4.7 below all gas, water, electricity and sanitary services to and from same.
- 3.6 The Landlord should make sure that electrical equipment is safe and complies with requirements by PAT testing annually.
- 3.7 The Landlord shall comply with all the requirements imposed upon Landlords by virtue of the Gas Safety (Installation and Use) (NI) Regulations 2004 and the Gas Cooking Appliances (Safety) Regulations 1989 (or any statutory modification thereof). All such tests, which are required to be carried out under the said regulations by the Landlord, must be carried out as required by the said Regulations (or any statutory modification thereof) and within 28 days of any such safety checks being out, a copy of the record of that check shall be furnished to the agent and in the event that the Landlord does not comply with the terms of this paragraph, the Agent will arrange to have the relevant testing carried out and shall deduct the costs thereof from the rent payable in respect of the property and any amounts not so recovered from the rent shall be due by the Landlord. The Landlord must furnish copies of the instruction books of every such appliance governed by the said Regulations at the Property at the commencement of the tenancy.
- 3.8 Landlord agrees to take the full responsibility for the payment of the rates unless otherwise agreed and instructed in writing to Property Link as his agent.
- 3.9 Landlord agrees to inform agent of any gas appliances, open fires and or solid fuel fires present within the property with immediate effect in writing and on an ongoing basis.
- 3.10 It is the Landlords responsibility to ensure that all matters relating to tax are fully complied with. The Landlord acknowledges that if he is non-resident landlord, he must register as such with the Inland Revenue.
- 3.11 It is the Landlords responsibility to monitor and maintain an awareness of the start and end dates of their tenancies.
- 3.12 The Landlord must ensure that the property is fully covered by building insurance, public liability insurance, contents insurance (for the contents they provide) and landlord and tenant insurance. The Landlord must inform his insurance company of his intention to let Property and the letting of same. The Landlord shall show the Agent a copy of all these policies on demand.
- 3.13 It is the landlord responsibility to inform their insurance company of any void periods and to comply with any conditions and terms set by their insurance providers specific to these periods.
- 3.14 All furnishings supplied must comply with British Standard regulations.

4. NOTES AND GENERAL TERMS

- 4.1 All negotiations for a tenancy must be conducted through the Agent.
- 4.2 This agreement is valid for 12 months. If this agreement shall terminate by service after an initial period of 12 months, thereafter three months' notice in writing is required by the Landlord upon the Agent, or by the Agent upon the Landlord or by payment of £450 + VAT by the Landlord to the agent. If the property is withdrawn from the market while advertised for rent or is rented via another agent a fee of £225.00 + VAT is payable to cover advertising/marketing costs.
- 4.3 The Agent's management function does not include the supervision of the property when it is not let. It also does not include any period before the property is let.
- 4.4 The Landlord authorises the Agent to represent his interests in the Small Claim Court.
- 4.5 Without prejudice to the foregoing the Agent shall have no liability to the Landlord for any loss, consequential or otherwise to the Landlord arising out of or in connection with the provision of any services pursuant to this agreement.
- 4.6 The Agent can give no warranties as to the suitability of a prospective tenant.

- 4.7 Under the Furniture & Furnishings (Fire) (Safety) Regulations 1988 or any statutory modification thereon, the Landlord has an obligation to ensure that all furniture in properties being rented for the first time or any new or additional furniture being put in a property already rented out must comply with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the fire regulations, the Landlord must replace or remove the items before any tenancy commences.
- 4.8 Any commissions or interest earned by the Agent during the letting or management of the property will be retained by the Agent.
- 4.9 The Landlord agrees for the agent to let and continue to re-let their property to avoid voids period until stated otherwise to Property Link in writing.
- 4.10 Fair usage: Property Link will apportion a reasonable and proportionate amount of administrative hours and staff time per month for each property, after which additional hours will have to be billed for at an agreed hourly rate of £40 per hour. Property Link agrees to inform the Landlord where it felt this charge is applicable or likely to apply in the near future.
- 4.11 The Landlord authorises Property Link to sign on his behalf any tenancy agreement or notice relating to the letting of the Property for the purpose of performing the services.

5. FEES

Letting Fee	Upon receipt of first month/week rent & deposit	Sum equivalent to one months rent + VAT
Management Fee	Our fee for managing your property deducted monthly	8% + £450 per let + VAT
Lease Renewal Fee	This will be charged upon signing a new contract with current tenant in order to cover cost of administration and to process all the necessary paperwork. Typically securing the landlord with a further 6 months' rent.	£225 + VAT
Professional Photographers	Taken once per property, subject to review.	£30 per property + VAT
EPC (Energy Performance Certificate)	Compulsory government requirement for letting and selling properties. EPC last 10 years.	£75 per property + VAT
Gas Certificate	Compulsory government requirement.	£65 per property

6. MONEY LAUNDERING AND MISDESCRIPTION

6.1 Misdescription

We would point out that it is now a criminal offence for either agents or property owners to make any misrepresentation which is misleading or false to a material degree. We should therefore be obliged if you would advise us if any of the information provided by you cannot be relied upon or if any aspect of the enclosed Particulars is, or later becomes, inaccurate or misleading.

6.2 Money Laundering

You will probably be aware of the introduction of the Money Laundering Regulations which apply to professional firms such as estate agent, accountants and solicitors. I must therefore ask you to comply with the "Know your Client" obligations.

7. AGREEMENT

I / We confirm that we have read and understood the terms of the Agreement, and wish to instruct you on that basis. I / We hereby chose the following service:

Let Only Package Sum equivalent to one months rent, letting fee + VAT

Management Package (Management fee + VAT) £450 letting fee + VAT + 10% (+ VAT)

OUR SERVICES / CHARGES	LET ONLY	MANAGEMENT
Property market appraisal	Included	Included
Expert property advice	Included	Included
Advertisement on web sites, brochures, rental lists	Included	Included
Selection of tenants	Included	Included
Reference checks on tenants & guarantors	Included	Included
Preparation of the tenancy agreement & collection of documents	Included	Included
Notifying utilities at the beginning of the tenancy	Included	Included
Punctual rent transfer to Landlord with detailed monthly statements	Included	Included
Gas, Electricity & Energy Performance Certifications organisation (this cost will be added to monthly statement)	Included	Included
Key holding	n/a	Included
Deposit holding	n/a	Included
Rent recovery & credit control	n/a	Included
Housing benefit control for tenants & claims	n/a	Included
Small claim court	n/a	Included
Out of hours & weekend service for emergencies	n/a	Included
Management of repairs	n/a	Included
Detailed inventories	£70 + VAT	£45 + VAT
Mid tenancy inspection	£30 + VAT	£15 + VAT
Notice to quit letter issue	£30 + VAT	Included
End of tenancy inspection	£30 + VAT	£15 + VAT
Deposit disputes	n/a	Included
Professional photographer	£30 + VAT	£30 + VAT
Annual tenancy inspections	£30 + VAT	£15 + VAT

GDPR DISCLOSURE

Property Link NI Ltd is the Data Controller under the General Data Protection Regulation (GDPR) for the personal data it gathers for the purposes of managing your tenancy/ or tenancy you are guarantor for.

The personal data may be shared internally within Property Link NI Ltd internal departments with the purpose of providing an efficient service. It may also be shared with our contractors for the purposes of managing repairs within your property.

Your personal data will not be shared or disclosed to any other organisation without your consent, unless the law permits or places and obligation on Property Link NI Ltd to do so.

The personal data is held and stored by Property Link NI Ltd in a safe and secure manner and in compliance with Data Protection Legislation.

BANK DETAILS:

Name on the account:

Name & address of the Bank:

Method of payment: Cash Cheque Bank Transfer

Sort Code: Account No:

PLEASE PROVIDE PROPERTY LINK WITH THE FOLLOWING;

Passport or photographic driving license

Proof of Ownership (ONE OF THE FOLLOWING):

1) Letter from solicitor confirming ownership status 2) Rate bill 3) Mortgage statement

Utility invoice or bank statement addressed to the Landlord at the Landlord home address

Copy of Landlord insurance to include building, content and public liability cover

Name (BLOCK CAPITALS)

Signed by: _____

Date: _____