



**PROPERTY  
MANAGEMENT**

# terms of business

*Let through our experience*

templebury ....  
residential property investment lettings management



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MANAGEMENT**  
[www.templebury.co.uk](http://www.templebury.co.uk)

# templebury ....

## residential property investment lettings management

### Appointment of Temples as Agents

Please read this agreement and our Terms of Business, and select the service you require. Please ensure you are fully aware of any additional fees or cost which may apply. Do ask questions on any matters which require further explanation and then sign the acceptance. This is a legally binding contract comprising Temples Brochure, Terms of Business, Appointment and Fee Summary. Temples will be entitled to their fees and reasonable out of pocket expenses when the property is let. In the unlikely event the property is withdrawn, and Temples have found a suitable tenant, a let only fee will be charged, if no tenant has been found, then reasonable out of pocket expenses will be charged.

The agreement will run from the date of signature of this document, subject to its terms and conditions, for the duration of the tenancy and subsequent tenancies created thereafter during which period Temples will be entitled to their fees.

FULL ADDRESS OF PROPERTY TO BE LET (if more than one please supply a list of all properties with full addresses)
Post Code:

Letting & Tenant Management Charge
Initial charge of £250.00
and additionally
A monthly management fee of 10% of the rent demand detailed in the Tenancy Agreement

Fees are confirmed on completion of this agreement, and the initial charge is to be deducted from the initial rental payments received or paid in advance; any subsequent Re-letting or Renewal may be deducted from rent. Temples reserve the right to vary their fees by giving one month's written notice.

This Agreement is binding in relation to the nominated property and all subsequent properties belonging to the Landlord over which Temples are instructed to let/manage		
Signed(1)	Please print name	Date
Signed(2)	Please print name	Date
Signed(on behalf of Temples)	Please print name	Date

Landlords Bank Details (for receiving rental credits)	
Name of Bank	Account Holder
Sort Code	Account Number

## Terms of Business

**Tenancy Agreement:** A team of lawyers working with Temples have created and regularly update the Tenancy Agreement, which is a well founded document which all can confidently rely.

**Property Cleaning:** Temples are committed to offering the highest quality rental property. Over the years it has become clear that cleanliness of the property is one of the overriding factors that contribute to the decision to apply for tenancy by an applicant. This also is one of the greatest areas of dispute at the end of a tenancy. The Temples Tenancy Agreement has a clause requiring an outgoing tenant to pay for a full professional property clean including carpets by an approved Temples contractor. In order to enforce this clause our Landlords are required to prove they have had the property professionally cleaned including carpets by a Temples approved contractor immediately prior to the commencement of the tenancy. The cost will be property size related and agreed verbally with the landlord.

**Inventory & Schedule of Condition:** Legislation has highlighted that it is essential for Temples' landlords to have a professionally prepared list of contents together with a written note of the internal condition. This document ensures the tenant pays for any misuse, reduces landlord's maintenance costs and helps to ensure the property is maintained to a high standard. Temples will prepare the necessary documentation and attach it to the Tenancy Agreement which is essential should there be a dispute. The law requires all landlords to subscribe to a Tenancy Deposit Protection Scheme. Temples ensure that all their Landlords are part of the Tenancy Deposit Scheme. If a landlord does not have an adequate inventory there will be no proof of condition of the premises at the start and end of the tenancy, therefore the landlord may not be able to claim compensation for any loss suffered. Temples will have no liability if the landlord fails to agree to their preparation of an inventory and schedule of condition.

**References:** Temples use their best endeavours to arrange for references to be taken up, enabling them to make an informed decision. These are usually Credit Behaviour, Employers, and Previous Landlord and Character references.

**Property Care Visits:** To ensure that the tenant is looking after the property, Temples make one free of charge visit to managed properties during the initial term of tenancy and report their findings to the landlord. Temples are not liable if a visit cannot be made because the tenant refuses access. We will inform the landlord of the problem because it may be necessary for them to take legal advice to determine the next step.

**Buildings & Property Maintenance:** Temples Maintenance division are available to carry out repairs and maintenance to all landlord property. In cases of emergency, Temples will endeavour to contact the landlord but may well have to carry out remedial works without reference. Similarly Temples will carry out minor works up to a cost of £250 to £300. Where the estimated cost for redecoration, heating, refurbishment and similar works is greater than £250 to £300, we would refer to the landlord for instructions and charge 12% of the cost of the works to cover supervision.

**Transfers of Monies:** All net rental monies collected will be paid by BACS to the landlord's nominated bank account by the 14<sup>th</sup> of every month. (Please allow 3 days for clearance). Net rental monies will be held in Temples (Bury St Edmunds) Ltd Clients Account.

**Payment of Bills (Letting, Tenancy & Property Management Only):** Temples will pay reasonable property related bills and account to the landlord by way of monthly statement. Copies of paid bills can be provided if requested. Any duplicate monthly statements will attract an additional charge. Temples are not liable for any loss or damage suffered if invoices cannot be paid due to lack of funds unless, due to negligence of Temples.

**Tax:** All landlords must declare income from residential property to Her Majesty's Revenue and Customs, even if there is no profit assessable for tax purposes. Failure to do so will incur a fine. The Finance Act 1995 requires Temples, as agent to deduct tax from rent due to non resident landlords, if no exemption certificate has been provided. An administrative charge will be made for monthly tax retention, submission of the quarterly statement and provision of an annual Certificate of Tax deducted. Please refer to Temples Guide to Tax and Financial Issues. If requested by the landlord, in writing, Temples will do some or all of the following: a) liaise with Her Majesty's Revenue and Customs on the client's behalf; b) prepare and provide the client with a statement of income; c) provide any additional information required for the completion of a Tax Return. An administration charge will be made for these additional services. Neither HM Revenue and Customs nor Temples will pay interest on monies held for tax purposes. Please note that HM Revenue and Customs may require Temples to complete a form detailing landlords names, property rental, address and annual rental income.

**TDS:** Deposits paid by tenants are held by Temples as stakeholders and will not be released until landlord or tenant becomes entitled to the money by express consent. The landlord acknowledges that all deposits are held in Temples Client Account in accordance with the Tenancy Deposit Scheme. An administration fee will be charged to facilitate registration. Should a dispute arise it will be considered by an independent case examiner for adjudication, fees would be charged for case preparation and attendance.

**Section 21:** The service of a Section 21 Notice on a tenant will entitle a landlord to repossess the property if let on an Assured Shorthold Tenancy. Preparation and service of the Notice will be subject to charge. The landlord will also pay charges for financial data storage to comply with legislation on termination of Temples instructions.

**Selling to a Tenant:** Should a tenant (or another third party), introduced by Temples, negotiate the purchase of the property held under lease, then Temples will be entitled to charge a commission of 2.00% plus VAT of the negotiated sale price. The fee will become payable on completion whether or not negotiations have been carried out through Temples.

**Empty Property:** Insurers may have the right to negate a claim if the property is not being regularly inspected whilst vacant, depending upon the terms of the landlord's insurance policy. For a small fee Temples will undertake regular inspections.

**Data Protection Act:** It is agreed that personal information of both the landlord and the tenant will be retained by the agent and may be used for the purposes of marketing the property during the tenancy ; that present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies, or reference agencies and for debt collection.

**Fire & Safety:** Current legislation requires a landlord to comply with a number of regulations relating to safety within a tenanted property. Please refer to Temples Guide to Fire Safety Regulations. A tenant will not be permitted to occupy a property unless a current Gas Safety Certificate has been

provided. If the relevant certificate is not provided 10 days prior to the tenancy commencing, Temples reserve the right to instruct their own registered appropriately qualified engineer at the landlords expense.

The landlord warrants to Temples that all furniture and furnishings contained within the property comply with current regulations. Temples reserves the right to dispose of any items which do not comply at the landlords expense. In the interest of safety, Temples will arrange for annual check of all electrical appliances in the property at the landlord's expense unless the landlord instructs us in writing to the contrary. It is a legal requirement for houses in multiple occupation to have annual electrical safety checks and an electrical safety check of all fixed wiring every five years. Smoke alarms must be fitted to common areas. This is a standard that Temples expect in all properties they let.

**Houses in Multiple Occupation:** if the property is a "House in Multiple Occupation", Temples will be unable to act for the landlord if the property has not been granted the appropriate licence. For more information, please request advice from the Housing Department of the local Council.

**Buildings & Contents Insurance:** Temples are regulated and registered with the FSA (registration number #306067) to deal with insurance products and can provide information on landlord and tenant insurance products. The landlord agrees to provide a copy of any details of the insurance so this can be passed to the tenant to ensure compliance with the terms of the policy.

**Stamp Duty Land Tax:** The legislation governing the payment of stamp duty on residential tenancies changed on 1<sup>st</sup> December 2003. From that date Stamp Duty Land Tax will only be applicable when the rent for the period of the tenancy created is in excess of £125,000 after the deduction of the discount. Different rules apply to a premium lease but remain in the liability of the tenant.

**Leasehold Properties:** If a property is leasehold the landlord agrees to provide a copy of the Head Lease, regulations or covenants to the tenant to ensure compliance. Failure to do so, means that the tenant will not have to abide by any of the conditions of the Head Lease. This could lead to the landlord being in breach and suffering the financial consequences.

**Asbestos:** The landlord confirms by signing these Terms of Business that they are not aware of any asbestos with in the property.

**Temples Services:** Temples reserve the right to suspend the provision of services if any payment from the landlord is outstanding, and shall not be obliged to continue to provide any service until full payment of any outstanding amount has been made in cleared funds. Temples will not be liable for any loss suffered by the landlord during any period when the service has been suspended.

Temples reserves the right to terminate their service if the landlord commits a breach of the agreed Terms and Conditions; or discriminates against any applicant, tenant or employee or sub-contractor of Temples for gender, race, disability, religious belief or sexual orientation and vice versa.

The Terms and Conditions shall be governed by and construed in accordance with laws of England & Wales.

**Service of Notices:** The provisions for the service of notices are that either party delivers by hand any Notices or documents which are necessary under the Terms and Conditions, or any Act of Parliament to the other party by 5pm to the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the landlord will be the contact address specified in the tenancy agreement.

**Ownership/Indemnity/Warranty:** The landlord authorises Temples to sign the Tenancy Agreement on their behalf, binding the landlord to all terms contained therein, and compensate them against all costs and expenses properly incurred by them in carrying out their duties and all their actions. The landlord shall compensate Temples in full against all liability, loss, damages, cost and expenses (including legal expenses), awarded against or incurred or paid by Temples as a result of, or in connection with, any breach of any regulations or legislation or enactments relating to the property. The landlord warrants to Temples that he is entitled to enter into this agreement and to receive rents, that all necessary consents for the letting of the property have been obtained and that all necessary facts and information which are relevant to the property have been or will be truly given. The landlord further warrants that Temples will not be liable for non-payment of rent, refusal of the tenant to vacate the property, damage to the property caused by the tenant or as a result of burglary or malicious damage, or subsequent consequential loss or inadequacy in the standard of work carried out by independent contractors. The landlord shall not appoint any other agent or third party to manage or let the property during the continuance of the Agreement. Temples have the right to collect receipts and source tenants using a variety of media to include the instruction of a sub agency if required. In the event that the landlord does not comply with this clause Temples reserves the right to terminate this contract immediately by notice in writing. If the landlord is more than one person then all obligations will be joint and several.

**Money Laundering:** To comply with money laundering regulations Temples require proof in the form of a passport or full UK Driving Licence supported by a current Utility or Council Tax bill.

**Energy Performance Certificates (EPC):** Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 from 1<sup>st</sup> October 2008 it is a legal requirement to provide any prospective applicant for tenancy of your property with an EPC produced by an approved Domestic Energy inspector. Failure to supply one is a criminal offence punishable by a fine. Temples must provide any prospective applicant with an EPC when we provide them with written details of you property or when they first view it, whichever occurs first. If you already have an EPC you should supply Temples with a copy, otherwise it will be necessary to produce one. if you wish you can source one yourself or alternatively Temples can instruct our trained inspector on your behalf to provide an EPC. Temples will charge for this service which includes the fee for the Domestic Energy Inspector. Please note that Temples will be unable to market your property until we have an EPC.

**VAT:** Fees, charges and expenses referred to in this document are quoted exclusive of VAT which will be applied at the current rate.

**Landlord's Address**

Post Code.

Home Telephone.	
Work Telephone.	
Mobile Telephone.	
Fax Number.	
Email Address.	

**For Leasehold Management**

If your property is leasehold you must obtain consent to underlet prior to letting.

**Managing Agent's Details**

Name.	
Address.	
	Post Code
Telephone.	

**Mortgage Lender (If any)**

Name.	
Address.	
	Post Code

**Insurance**

Temples Property Management offer assistance in obtaining Landlords Buildings & Contents Insurance, please tick the box below if you require a quotation.

Buildings                       Contents

If you have your own insurance in place, please provide the details below.

**Buildings**

Insurer.	
Address.	
	Post Code
Telephone Number.	
Policy Number.	
Renewal Date.	

**Contents**

Insurer.	
Address.	
	Post Code
Telephone Number.	
Policy Number.	
Renewal Date.	

**Let Property Utility Providers**

Please provide the name & telephone number of the property utility providers.

Council Tax.	
Telephone Number.	

Water Authority.	
Telephone Number.	

Electricity Provider.	
Telephone Number.	

Gas Provider.	
Telephone Number.	

Will you be residing overseas? YES NO

If so please provide details of your Tax arrangements.


**EPC (Energy Performance Certificates)**

Energy Performance Certificates – from 1<sup>st</sup> October 2008 all rental property will require an EPC. Please enclose cheque payable to Temples EPC for £78.00 or enclose a copy of your property EPC.

**Property Keys**

Temples will require 2 full sets of property to pass to the incoming tenant. A further single access set of keys for the office to retain during the ongoing management of the tenancy will also be required.



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