

Default Terms of Business for Landlord Clients

The landlord agrees and confirms by default that I/we have read and understood the following Terms and Conditions stated herein before he/she/they placed business with Promptmove.

These terms and conditions supersede any and all previous agreements, written and/or oral, made between Promptmove and the Landlord and will constitute the entire agreement between the Landlord and Promptmove; no waiver, alteration, notification or addition to these terms and conditions shall be binding upon Promptmove unless made in writing and signed by a manager of Promptmove.

Promptmove's Appointment:

A Landlord client grants Promptmove the Letting Rights for the purpose of arranging a Tenancy in respect of his/her/their property.

He/She/They agree to pay Promptmove.co.uk their fees as stated below, should the property be let during the marketing period irrespective of the introducer.

Fees & Commissions:

Unless agreed in writing first, the Landlord hereby agrees to pay Promptmove.co.uk a one off singular set up fee of £150 from the first month's rent plus VAT for the preparation of the tenancy and 10% plus vat of the monthly rent towards the management fee every month until the end of the occupation/tenancy with that tenant(s), whichever is the longer. This fee will re-apply for any new occupants / tenancy.

Tenancy Term and Authorisation:

The Tenancy will be for a minimum period of six months, in accordance with the Housing Act 1988. The Landlord hereby authorises Promptmove to sign the tenancy contract (s) and any legal notices (s) on my behalf.

Payments:

The landlord authorises payments to be made directly into the account details given to Promptmove or any other agreed method.

Cancellation Charge:

The Landlord hereby agrees that Promptmove's appointment is for minimum of thirty-six months to manage my above property and shall thereafter be subject to two Months written notice to terminate on either side.

He/She/They also agree to pay Promptmove the amount equivalent of one month's rental plus VAT if wish to takeover management of the property from Promptmove at anytime during the occupancy of the tenants to which this agreement relates to.

Insurance:

The Landlord is hereby advised to ensure that there is an appropriate insurance cover in force in respect of the property.

Deposits:

All deposits taken from tenants after the 6th April 2007 must be registered into the Tenancy Deposit Scheme, which constitutes Part 6, Chapter 4 of the Housing Act 2004.

Promptmove is a member of The Dispute Service and will register the security deposit with TDS within fourteen days of receipt. However, the landlord is liable to register the tenant's security deposit with an appropriate deposit scheme if he/she/they wish to keep hold of the same.

Legal Requirements:

- a) **Gas Safety (Installation & Use) Regulations 1994.** I/We accept that gas appliances and installations must be checked and found to be safe by a Gas Safe registered engineer. I/We undertake to ensure that I/we will provide Promptmove.co.uk the up-to-date gas safety certificate annually.
- b) **Electrical Equipment (Safety) Regulations 1995.** I/We hereby certify that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations.
- c) **Smoke Alarms.** I/We hereby acknowledge that, where smoke alarms are installed at a property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries before a new tenant moves into the above mentioned property.
- d) **Furniture and Furnishings (Fire) (Safety) Regulations 1993.** All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements which came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.
- e) **Energy Performance Certificate (EPC).** An EPC gives a property an energy efficiency rating from A (most efficient) to G (least efficient) and is valid for 10 years. EPC's are needed whenever a property is built, sold and rented and you must order an EPC for potential buyers and tenants before you market your property to sell or rent.
- F) **Landlord Licence:** If and Where applicable, a landlord is responsible for all kind of licences including 'Landlord Licence' and/or HMO.

The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation and conditions made mandatory by new legislation are fully met. I/We except that Promptmove.co.uk have the right to have mandatory work and / or inspections undertaken at the property if I/We fail to comply with any act of legislation affecting my property. I/We hereby agree that this does not make them responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

Data Protection:

The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord accordingly. The landlord also agrees to give a prior consent to Promptmove that Promptmove can provide their information to any relevant companies including energy, insurance and telecommunication companies like BT and Virgin Media etc. Promptmove may get referral commission by such companies in return.

Change of Landlord Details: (i.e. address/bank details)

Promptmove must be notified as soon as possible and confirmed in writing

Definition:

Landlord. The person who, by signature hereunder, instructs Promptmove to act as Sole Letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

Letting and Managing Agent. Promptmove of 243B Dunstable Road, Luton, Bedfordshire, LU4 8BW

Special conditions:

Landlord will inform Promptmove if he or she wishes to add any special conditions in the contract.

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