



WEST WALES HOME RENTALS

40 HIGH STREET, HAVERFORDWEST, PEMBROKESHIRE. SA61 2DA

TELEPHONE: 01437 762288 FAX: 01437 761377 EMAIL: info@westwaleshomerentals.co.uk

AGENCY AGREEMENT – TERMS & CONDITIONS

This agreement is made between the Owners of the property shown overleaf and West Wales Home Rentals Subject to Contract.

1. The agents hereby agree to act in the letting of the property as detailed. Our commission charge will be due on signing a suitable tenancy agreement and will be deducted in full from the initial payment(s) received. Accounts will be rendered and all monies due to the owner will be paid on the 10th, 20th or 30th of each month.
2. Our commission charge and any relevant costs will be payable if a tenancy is set up with any tenant who has been introduced as a result of our marketing efforts, e.g. website, To Let Board, or property particulars given in any of our offices.
3. Clients will be requested to pay a registration fee as a contribution towards administration and advertising costs.
4. Whilst every endeavour will be made to find suitable tenants at agreed rents and to ensure continuity, we cannot be held responsible for non-payment of rent or any loss of income howsoever caused. It is expressly agreed and declared that the Agents will not accept any responsibility for failure of tenants to vacate the property at the end of the tenancy.
5. Applicant referencing and preparation of the Tenancy Agreement to be included in both Tenant Find Only and Managed Agreements. Monthly rental payments and property maintenance/repair is only included with the Managed Property option.
6. The Agent reserves the right to make a charge of £150 inc VAT for any Management work undertaken prior to the start of any tenancy, when the Agent is instructed by the Landlord to obtain quotes or instruct tradesmen on their behalf.
7. The Agent reserves the right to charge a fee of 10% + VAT of the charge of any works carried out by a tradesman on the property, whether before, during or after a tenancy, irrespective of whether the tradesman has been instructed by the Agent or the Landlord
8. Insurance – The Owner agrees to insure the property to the full value thereof including Public Liability and to notify the insurance Company that the property will be let and to indemnify the Agents from all claims arising from letting property howsoever caused.
9. Mortgage consent, where applicable, must be gained before the letting can commence.
10. The Agency will require proof of ownership before letting can commence.
11. It is a legal requirement that an EPC is required on all properties, the Agent reserves the right to arrange for this to be carried out and to be charged to the landlord
12. It is a legal requirement that a current Landlord Gas Safety Certificate be available at least 7 days before a tenancy is due to commence. The Agency reserves the right to arrange for this to be carried out and to charge the landlord accordingly. This is also the case for renewal of Certificates on an annual basis.
13. This agreement is to be used in conjunction with the Housing Act 1988, as amended by part III of the Housing Act, 1996.
14. Notice after minimum period can be given by way of three months' written notice. Please note, a placement fee equivalent to one month's rent will be charged to landlords who intend letting, or intend to continue letting, to a tenant introduced by West Wales Home Rentals.
15. There will be a commission charge to a Landlord equal to the agreed managed fee for a six month tenancy, should the Landlord withdraw the property from the Agency, if the Agency has secured a tenant whose application has been approved by a Landlord and is ready, willing and able to move into a property, and is willing to sign a Tenancy Agreement.
16. The Agent will charge a commission fee of 1% + VAT should a tenant introduced to the property go on to purchase the property within a period of 24 months of the original tenancy being signed.
17. Overseas Landlords must apply for Tax Exemption until this is received Tax will be deducted at the current rate.
18. The Landlord is required to provide a full itemised typed inventory in list format.
19. The Owner agrees that the Agents be authorised to hold a bond (refundable deposit) on his behalf against any damages incurred during the tenancy. Subject to current legislation regarding bonds (TDS scheme).
20. Referrals to the Tenancy Deposit Resolution Scheme will be charged to the Landlord at £30 inc VAT (£25.00 + VAT)
21. Any special conditions must be typed and given to the Agency to be included in the Tenancy Agreement prior to the start of the Tenancy.
22. All contractors nominated by a Landlord must supply their Public Liability Insurance to the Agent, and also proof of the qualification to carry out nominated work.
23. The Landlords Guide and Landlord Fees can be downloaded from our website - www.westwalesproperties.co.uk/renting/
24. The Agent is a member of the TPO Scheme (The Property Ombudsman) and follows the TPO Code of Practice. The Landlord agrees that the Agent may give information about the letting of the Landlord's property to the Ombudsman, if the Landlord has registered a complaint and they ask for that information. The Landlord also agrees that the Agent may give the Landlord's contact details to the TPO Limited (if they ask for it) to help them monitor how the Agent is following the Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk
25. The Agent is registered until the Data Protection Act 1998.
26. The Agent is registered with Rent Smart Wales.