

INSTRUCTION OF RENTAL

ADDRESS OF PROPERTY TO BE LISTED FOR LET			
Property Type (please circle)	Residential	HMO	Commercial

LANDLORDS DETAILS	
Name:	
Address:	
Home Tel:	
Mobile:	
Email:	
DOB:	
CONFIRMATION OF OWNERSHIP	
<i>Type Of Proof Provided</i>	
<i>Ownership Confirmed</i>	
BANK DETAILS	
Bank Name	

Bank Address	
Account Name	
Sort Code	
Account number	

Property People would like to send you e-newsletters containing important updates on our services and products. If you would not like to receive these please tick here

PROPERTY DETAILS

Address	
Rent	
Available from	
Property type	
Bedrooms	
Heating	
Glazing	
Accepts housing benefit	

ADDITIONAL PROPERTY REQUIREMENTS

Gas safety certificate (must be in place before commencement of tenancy)	
Energy Performance Cert. (must be in place before property can be marketed)	
Property Condition report	
CO Alarm	
Smoke Alarm	

Landlord Insurance	
Pre-tenancy clean	
Fire Risk Assessment (must be in place before commencement of tenancy)	
Fire Equipment Service (must be in place before commencement of tenancy)	
Fire Alarm Service (must be in place before commencement of tenancy)	
Electrical Certificate (HMO must be in place before commencement of tenancy)	
HMO Certificate (must be in place before commencement of tenancy)	
PAT Testing	
LEVEL OF SERVICE REQUIRED	
Tenant Finding Only	
Management Only	
Tenant Finding with Management	
How would you like to receive your rent? (TFO ONLY)	
Standing Order	
Collect in Person from Tenant	
Repair and Maintenance Instruction (managed only)	
Preferred Suppliers	

Name	Contact Number	Trade

PROPERTY DESCRIPTION

TERMS AND CONDITIONS

Terms of Business: Residential Letting

1.0 Glossary of Terms

The “Landlord” / “you” / “your” means, or refers to, the individual whose details appear on the Instruction of Rental. “Property People™” / “us” / “we” / “our” means, or refers to, Colin Moran & Ciara Daly trading as Property People™ and/or our servants and/or agents. The “Property” means the premises specified on the Instruction of Rental. The “parties to this agreement” means the Landlord and Property People™. The “Services” means the level of service provision agreed by us with you on the Instruction of Rental. The “Contract Period” means a minimum of 3 months for Tenant Finding and of 12 months for Property Management.

2.0 Appointment

- 2.1 You have appointed us to be your agents and to perform the Services during the Contract Period and we accept such appointment.
- 2.2 We will perform the Services with reasonable professional skill and diligence in accordance with the Property Ombudsman’s Code of Practice for Letting Agents.
- 2.3 You authorise us to sign on your behalf any tenancy agreement, notice, or other document relating to the letting of the Property not required to be executed as a deed.

- 2.4 We shall co-operate with any other professional advisers instructed by you in relation to the Property whose names have been notified to us by you, and supply to them promptly at your expense all such information concerning the letting as they shall reasonably request.

3.0 Confidentiality and Data Protection

Except where disclosure is required by an order of the court or in order to comply with the requirements of any statutory or other competent authority, any information that you provide to shall be treated as confidential. We are registered as data controllers with the Information Commissioner's Office under number Z1365711. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

4.0 Service Provision

At Property People™, we offer three levels of service provision:

- Tenant Finding only
- Property Management
- Tenant Finding with Property Management

The level of service provision required is as agreed between the Landlord and the Agent in the Instruction of Rental and subject to our charges and expenses set out in Section 6 below.

4.1 Tenant Finding

4.1.1 We operate on a "No Let, No Fee" basis. This is subject to you agreeing to keep the Property on the market with us for a minimum period of 3 months. If you withdraw the Property within that period, you shall be liable to pay us a Withdrawal fee. If we introduce any prospective tenant to you or to the Property and they subsequently enter into a tenancy agreement with you for any property within 3 months of that introduction, you shall pay us the Tenant Finding fee.

2. We will:

- Take photographs of the Property and prepare, print and distribute "To Let" brochures through our offices
- Feature the Property on our "rental list"
- List the Property on our website at www.propertypeoplebelfast.com
- List the Property on www.propertypal.com
- Erect a "To Let" board at the Property
- Facilitate accompanied viewings of the Property

3. If an Energy Performance Certificate is required for the Property, we can arrange this for you. **You shall be liable for all costs incurred.**

4. Heating and lighting should be working and, as a Health and Safety requirement, is required for viewings.

5. Before submitting any prospective tenant to you for approval, we will conduct due diligence to include:

- Verification of identification
- Employment status
- Proof of income / benefits
- Proof of previous address
- References
- Guarantors
- Signed declaration from prospective tenant(s)
- Credit check

6. Subject to your approval of the prospective tenant, we will arrange:

- To collect any deposit monies

- For the execution of any Guarantor's Agreement
- Tenant insurance, if required

We will ensure that your obligations under the Private Tenancies (Northern Ireland) Order 2006 are discharged.

Property Management

- 4.2.1 **Tenant Deposits:** We will arrange to hold any deposit monies as stakeholder in a designated account in accordance with the terms of the Tenancy Agreement.
- 4.2.2 **Inventory:** At the commencement of any new tenancy, we will compile a general report for you on the condition of the Property and any furnishing, to include photographs and basic inventory.
- 4.2.3 **Inspections:** We will arrange to have the Property inspected after:
- 6 months
 - 12 months (i.e. at the end of the tenancy or renewal)
- 4.2.4 **Collection of Rent:** We will demand and collect the rent together with any shortfall from the tenant.
- 4.2.5 **Maintenance:**
- Emergency repairs: We will arrange to carry out all repairs to the Property to ensure that your obligations under Article 7 of the Private Tenancies (Northern Ireland) Order 2006 are discharged. You will be liable for all costs incurred.
 - Non-emergency repairs: We have your express authority to arrange for non-emergency repairs at the Property up to a threshold of £100.00. Non-emergency repairs above this threshold will not be carried out without your express authority. You will be liable for all costs incurred.
 - Gas Safety Certificates: If there is a gas supply to the Property, you are required to provide a Gas Safety Certificate. We shall arrange this for you and you shall be liable for all costs incurred.
 - Carbon Monoxide Detectors: As a matter of Policy, we require that any property managed by us is fitted with a carbon monoxide detector. If the Property does not have one fitted already, we shall arrange this for you and you shall be liable for the costs of same. These are tested as a part of our 12 monthly inspection and the batteries replaced.
 - Smoke Alarms: As a matter of Policy, we ensure that any property managed by us is fitted with smoke alarms. If the Property does not have them fitted already, we shall arrange this for you and you shall be liable for the costs of same. These are tested as a part of our 12 monthly inspection and the batteries replaced.
 - Fire Safety: Where applicable, the landlord must provide the agent with the required documents listed under the Fire Safety Regulations (Northern Ireland) 2010 and the Fire and Rescue Services (Northern Ireland) Order 2006. The landlord must also ensure that all furniture and soft furnishings are flame retardant. Where the landlord fails to provide the agent with all required documents or fails to complete necessary works in relation to fire safety, the agent can, as a statutory duty, undertake same and the landlord will be liable for the cost of same. Failure to comply with same will delay any scheduled move in, until such times as these items have been resolved.
 - HMO Regulations: Where applicable, landlords are required to provide all documents and ensure properties are up to standard in accordance with HMO Strategy 2009. Where the landlord fails to provide the agent with all required documents or fails to complete necessary works in relation to HMO, the agent can, as a statutory duty, undertake same and the landlord will be liable for the cost of same. Failure to comply with same will delay any scheduled move in, until such times as these items have been resolved.
 - Electrical Safety: Where applicable, landlords are required to provide all documents and ensure properties are up to standard, and complete the necessary inspections and servicing. Where the landlord fails to provide the agent with all required documents or fails to complete necessary works in relation to electrical safety, the agent can, as a statutory duty, undertake same and the landlord will be liable for the cost of same. Failure to comply with same will delay any scheduled move in, until such times as these items have been resolved.
6. **Arrangements for Payment:** As a matter of Policy, we do not make multiple transfers in a month. The balance of rental income received and due to you after our charges and expenses will be transferred directly to your bank account via BACS on or before the 20th day of each month. Please note that if your tenant is in receipt of Housing Benefit, this sum will be paid in arrears with any shortfall to be made up by the tenant.
7. **Renewal:** In the event that the tenant renews their tenancy at the conclusion of the initial or any 12 month period, you shall pay us a Renewal fee.

8. We will endeavour to use any preferred suppliers you have listed above, however in the event we are unable to make contact with them, we will arrange to have repairs completed by another qualified contractor.

5.0 Landlord's obligations

- 5.1 **Initial action:** You shall ensure that any previous agents/service providers engaged by you in relation to the Property provide us with all information and documents or copies of them necessary to market the Property for letting and to establish the records necessary to provide the Services and obtain all consents to letting required from superior landlords and mortgagees. You shall, upon request, promptly give us instructions and decisions in writing, or, if given verbally, confirm them in writing within 7 days. Please note that we need not comply with any instruction not given or confirmed in writing.
2. **Payment of fees:** You shall pay us the fees as set out in Section 6 below, and any VAT chargeable in addition to the fees and expenses. You authorise us to deduct all such sums from any monies received by us relating to the rental of the Property.
- 5.3 **Reimbursement of expenses:** You shall reimburse us for all expenses properly incurred in the provision of the Services.
- 5.4 **Indemnity:** You shall indemnify, and keep indemnified, Property People™ from and against any and all loss damage or liability, whether criminal or civil, suffered by us (and legal fees and costs properly incurred) in the course of providing the Services unless caused by our negligence or acting outside the scope of our authority as set out in this agreement.
- 5.5 **Ratification:** You shall ratify all acts, deeds and things properly done by us in connection with the provision of the Services.

6.0 Charges and Expenses

Our current charges are set out below. We will add VAT to these at the rate that applies when the work is done. Our VAT registration number is: [100334582]. At present, VAT is 20%.

Service	Fee
Residential Tenant Finding	£399 +VAT
Residential Management	£50 +VAT pcm
HMO Tenant Finding	7% of the annual rent +VAT
HMO Management	7% of the monthly rent +VAT
Lease Renewal Fee Residential	£99 +VAT
Lease Renewal Fee HMO	£199 +VAT *where there are new tenants joining the lease this fee may be higher.

7.0 Financial Services

We are not authorised by the Financial Services Authority to carry out regulated activities in relation to investments within the meaning of the Financial Services and Markets Act 2000. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

8.0 Termination

If we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 may apply to your matter. This means you have the right to cancel your instructions to us within seven working days of receiving this document. You can cancel your instructions by contacting us by post or by fax. Once we have started work on your file, you may be charged a Withdrawal fee if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please: sign these terms and conditions, endorse with "commence work now" and return it to us by post or fax.

Either party may end this agreement by serving not less than 14 days written notice on the other expiring at any time. This agreement will end immediately upon service of notice to that effect if either party fails to comply with any of the terms and conditions of this agreement and the failure, if capable of remedy, is not remedied within 7 days of receipt of a written notice of the failure from the other party.

If this agreement is ended by the Landlord after an acceptable tenant who is willing and able to take up the tenancy is found, the Tenant Finding fee shall be payable in full, whether or not the grant of the tenancy is completed. The ending of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement.

9.0 Complaints

A complaint is any expression of client dissatisfaction, however it is expressed. Our complaints procedure operates at three levels. Initially we hope that a landlord will raise any difficulties with the letting agent concerned. In most cases we hope that it will be possible to resolve problems or misunderstandings at this level. If we are not able to help a landlord at this initial, informal stage, the complaint will be referred to the Designated Complaints Partner. We are committed to providing a high-quality residential property letting service to all of our landlords. When something goes wrong we want our landlords to tell us about it. This will help us to continually improve our standards.

If you have a complaint, write to our Designated Complaints Partner with the details.

- We will send you a letter acknowledging your complaint and if necessary asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within two business days of us receiving your complaint.
- We will record your complaint in our central register and open a separate file for your complaint. We will do this within two business days of us receiving your complaint.
- If we requested information from you regarding your complaint, we will acknowledge your reply and confirm what will happen next. You can expect to hear from us within two business days of your reply.
- We will then start to investigate your complaint. This will normally involve the following steps: your complaint will be passed to an appropriate Partner; he/she will discuss the complaint with the member of staff who acted for you. He/she will then examine the evidence and the information in your complaint file and decide in consultation with the member of staff who acted for you the most appropriate course of action to prevent re-occurrence.
- The appropriate Partner will then invite you to meet him/her and discuss and, we hope, resolve your complaint. He/she will do this within 5 days of the beginning of the investigation.
- Within two business days of the meeting the appropriate Partner you met with will write to you to confirm what took place and any solutions he/she has agreed with you. If you do not want a meeting or it is not possible, the appropriate Partner will send you a reply to your complaint which will include his/her suggestions for resolving the matter. He will do this within three business days of completing his/her investigation.
- At this stage, if you are not satisfied with our response you can write to us again. We will then arrange to review our decision. Arrangements will be made to have another partner review the decision within five business days.
- We will let you know the result of the review within two business days of the end of the review. At this time we will write to you confirming our final position on your complaint and examining our reasons. If we have to change any of the timescales as above, we will let you know and explain why.

10.0 Indemnity Insurance

In no circumstances will we be liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise, unless the loss is caused directly as a result of our negligence or default.

In all circumstances the potential total aggregate liability of Property People™, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory duty (or otherwise), arising out of or in connection with our engagement, will be limited to an amount not exceeding £1,000,000. The potential total aggregate liability of

Property People™ to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the personal assets of any partner.

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence. If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount, which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount.

We shall not be liable to any third party for any services or advice that we provide to you nor shall we have any liability to you for any services or advice given by any third party whom we instruct on your behalf, for example in relation to legal, financial or other professional advice.

11.0 Jurisdiction and Dispute Resolution

This agreement shall be construed solely in accordance with the laws of Northern Ireland.

11.1 Mediation: Any dispute arising out of or in connection with this agreement shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.

11.2 Arbitration: Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be Northern Ireland.

12.0 Acceptance of Terms of Business

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms of Business shall apply to any further instructions given by you to Property People™.

Although your continuing instructions in this matter will amount to an acceptance of these Terms of Business, it may not be possible for us to start work on your behalf until a copy of them has been returned to us to keep on our file.

I confirm I have read and understood, and I accept, these Terms of Business.

Signed:
Landlord

Date:

Signed:
For Property People™

Date:

All landlords are reminded that they should register all properties under the Landlord Registration Scheme.