

## Residential Lettings Department



### **Barlow White Limited Sole Agency Agreement**

For the property at

.....

**Sole Agency Agreement - Residential Letting**

I/We.....  
Hereby appoint Barlow White to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of the property at .....

Barlow White is hereby granted Sole Letting Rights until cancelled in writing, the landlord having given fourteen days notice.

**TENANCY TERM**

The Tenancy will be for a minimum period of six months, at a calendar monthly target rent of £..... exclusive, in accordance with the Housing Act 1988. The Tenant shall be responsible for all other services unless another agreement is reached.

**FEES & COMMISIONS - PLEASE CIRCLE YOUR PREFERRED MANAGEMENT PACKAGE**

**SELF MANAGED**

I/We agree to pay Barlow White and arrangement fee equal to one month's rent plus VAT as a finder's fee ( this includes finding a tenant, serving notices, preparation of documents & the taking of references. We collect the deposit and the first month's rent, and then send to you the balance less our fees)

**FULL MANAGEMENT**

In the event of a new tenant an arrangement fee equal to half of one month's rent shall be payable. I/We agree to pay Barlow White a commission of 12.5 % plus VAT (minimum fee £50.00 plus VAT) of the calendar monthly rent, for collecting the said rent for the initial and subsequent periods. (This includes finding a tenant, serving notices, preparation of documents, collecting the rent & the taking of references) for the initial period i.e. 6 months.

**In respect of subsequent periods (either fixed term or periodic) there are two options please tick which option you require. Option 1 will be automatically added unless otherwise stipulated by you. Failure to return the Sole Agency Agreement will be deemed that you are in agreement to the said terms.**

**Option 1:**

I/We agree to pay administration fee of 25% of one month's rent plus VAT shall be payable in the event that the tenant continues in the tenancy (either fixed term or periodic). This includes contacting both parties, serving the notices, preparation of the new lease / periodic documents, quarterly property checks.

**Option2:**

I/We agree to pay Barlow White an administration fee equal to an additional management fee plus VAT biannually. We only require two property checks a year with at a current fee of £25.00 plus VAT per visit.

**TENANCY DEPOSIT SCHEME**

With effect from 6 April 2007, Government legislation dictates that all Landlords must operate under a Tenancy Deposit Scheme whereby the deposit is protected until agreement is reached for refund following the termination of a lease. If you have chosen to manage the property yourself you must provide us with details of the scheme you have registered with within 14 days of receipt of the deposit in order for us to transfer the deposit to you. If you fail to give us the details we will have to register the deposit under our scheme at a cost of £65 plus VAT.

If you have chosen to be Fully Managed by Barlow White the cost will be £28.75 plus VAT and this will be deducted from the initial months' rent along with the finder's fee and Management fee. This charge will apply every 12 months.

PLEASE CIRCLE HERE IF YOU WISH TO LODGE THE DEPOSIT UNDER OUR SCHEME YES/NO.

IF NO PLEASE GIVE US DETAILS OF YOUR OWN SCHEME MEMBERSHIP.....

**CANCELLATION CHARGE**

Should you decide to self manage the property during the period of residency, instruct another agent, sell the property to the tenant or any other party, serve notice to quit on the existing tenant without our agreement you will be liable to pay the equivalent to **one months rent plus Vat** to Barlow White within 7 days of any of these events taking place or to be deducted from rent received from the tenant.

**PAYMENTS**

I/We authorise payments to be made directly into the account details given below. I/We acknowledge that this payment method is to be set up by Barlow White at no expense to myself. Failure to give bank details can result in a delay with monies.

Bank/Building Society Name:	
Address:	Acct Name:
	Acct No:
Postcode:	Sort Code:

## PROPERTY MAINTENANCE

PLEASE CIRCLE A REPAIR LIMIT EXCEEDING                      £100                      £150                      £200

I/We authorise Barlow White to arrange for any work/repairs which Barlow White consider to be of an urgent nature not exceeding £100 to be carried out and to deduct all such expenses from the rent monies collected (where no such funds are held by Barlow White. I/We hereby agree to pay any invoices within seven days.) Barlow White will endeavour to seek prior authorisation, wherever practical. I/We hereby acknowledge that Barlow White cannot accept responsibility to arrange for any work/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting without prior funding having been agreed. Whilst all efforts will be made to contact the landlord, any emergency repairs in excess of £100 will be carried out at Barlow White's discretion to ensure the tenants safety and well being in accordance with the terms and conditions of the lease.

## TERMS & CONDITIONS

### 1) Fees & Commissions.

Fees are due and payable immediately on a tenant entering into a tenancy agreement with the Landlord. It is agreed that Barlow White will deduct such fees and commission due from rent monies collected. In the event of a local authority demanding repayment whether in part or in full of housing benefit from Barlow White and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the landlord) shall be responsible for refunding all monies to the agent without any deductions whatsoever immediately.

### 2) Sole Agency/Sole Letting Rights.

Barlow White will be sole Letting Agents from the date of this Agreement for a period of 8 weeks and thereafter until terminated in writing by either party giving 14 days notice. Should the property be let during our agency period, all fees will be payable to Barlow White irrespective of the introducer. **During the period of Sole Agency the Landlord will not instruct any other agent to let the property.**

I/We confirm that no introduction of a prospective Tenant has already been made. The right is specifically reserved to terminate this agreement at any time if the terms and conditions are unacceptably changed by the Landlord or become unacceptable to Barlow White. The cancellation fee, as outlined overleaf, would then become payable

### 3) Insurance.

The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings and contents, if applicable, and that the insurer is aware that the property is available for letting. **Please also notify your insurance company of the date of occupancy.** In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

#### 4) Residence/Domicile. OVERSEAS LANDLORDS

In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with Barlow White.

#### 5) Mortgage.

I/We, (the landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender (and that I/We have a copy of this authorisation which I/We am/are willing to produce on request) for the letting of the property.

#### 6) Deposits.

##### TENANCY DEPOSIT SCHEME AND ARBITRATION

Our Tenancy Deposit Scheme administrators will deal with any disputes arising over the refund of deposit.

**Should a dispute arise between me (the Landlord) and the tenant, I/We hereby agree to let (Barlow White) acts as arbitrators and agrees to abide by their decision.**

#### 7) Legal Requirements.

It is illegal to let the property until we have been issued with current safety certificates:

**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 annually. I/We undertake to ensure that the above-mentioned property is inspected in accordance with the aforementioned regulations annually. **If you require Barlow White to have the safety check carried out on your behalf we will need the fee to be paid in advance at a cost of £80.00 inc VAT. During the management of your property we will undertake the inspection and take payment from the rent unless we are advised otherwise.**

**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.

**If you let property you must ensure that all the electrical appliances supplied are safe.**

**Failure to comply with the Electrical Equipment (Safety) Regulations 1994 & the Consumer Protection Act 1987 is a criminal offence**

I/We acknowledge that the appliances must be checked on an annual basis and agree to ensure a suitably qualified contractor is instructed to do so annually.

**b) Before a formal lease can be signed, a certificate must be issued by a qualified contractor initially and annually thereafter. If you require Barlow White to have the safety check carried out on your behalf we will need the fee to be paid in advance. During the management of your property the gas safety certificate must be maintained annually, we will write to you in advance re: carrying this out on your behalf, should you not respond within the requested timeframe we will carry this out on your behalf.**

**c) Smoke Alarms** As 1<sup>st</sup> October 2015 it is a legal requirement for all properties to have a working smoke alarm in place. 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 Certificates**

With effect from **1 October 2008** it became a legal requirement to provide Energy Performance Certificate (EPC) to any potential tenants in England and Wales. Every residential landlord needs to comply with Government legislation. The EPC is intended to help prospective tenants compare energy efficiency of various properties. You will not need to provide an EPC to existing tenants who have tenancy agreements that pre date 1 October 2008. However, once that tenant has vacated an EPC will be required for prospective tenants. We can arrange an EPC on your behalf at competitive rates. The cost for this is £80.00 Inc VAT, please also bear in mind that the EPC lasts for 10 years and should the Energy Efficiency Rating be lower than E then we are unable to market the property until necessary works have been carried out to improve the energy rating.

**The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to both existing legislation and conditions made mandatory by new legislation are fully met. I/We except that Barlow White 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.**

**8) The Property Ombudsman**

We are members of The Property Ombudsman our membership number is D03428-0 for any enquiries or information you can visit this link [www.tpos.co.uk](http://www.tpos.co.uk)

**9) Data Protection.**

The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord on computer.

**10) Right To Cancel / Cooling Off Period**

Please note that you have a 14 day cooling off period from entering into this agreement

**11) Definition.**

**Landlord** the person who, by signature hereunder, instructs Barlow White 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.

\*All charges are subject to change given a minimum ninety days' notice.

I/We have read and understood the Terms and Conditions stated herein and duly name Barlow White as Sole Letting Agents.

Signature: For and on behalf of Barlow White		Date:			
Print Name:					
Signature: Landlord		Date:			
Print Name:					

You should read this document thoroughly. If you have difficulty in understanding any of the terms or conditions laid out in this document, we strongly recommend that you seek the advice of a solicitor before signing.

**EXTRA PROPERTY DETAILS**  
Please fill all required fields.

**Owner/Owners Full Names:**

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**Correspondence Address & Contact Details Inc Email:**

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**Availability date of the property:**

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**Special Conditions (e.g. pets, no smokers, benefits etc.)**

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**Alarm / Codes to property:**

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**Keys given please state:**

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**Utility Providers (Gas, Electric, water & Council)**

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**Council Tax Band & Refuse Collection Day**

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**EXTRA PROPERTY DETAILS**  
Please fill all required fields.

**Mortgagees**

Has consent to let been granted?

Yes / No

**Service Contracts**

For central heating and domestic appliances etc. (e.g. British Gas Homecare)  
(Please include all Contract No's and renewal dates)

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.....  
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**Would you like us to email your monthly statements and any other correspondence?**

Please circle to indicate.

Yes / No

**Rental Guarantee:**

**All tenancies commence with a basic FREE rental guarantee cover, this is renewed on a 6 / 12 monthly basis depending on the agreement and this will be automatically renewed on your behalf and the cost then passed on, should you wish to opt out please inform us:**

Please circle to indicate

**Yes I would like the renewal guarantee / No please do not renew**

**Rental Guarantee Cont'd:**

**We can also offer a more comprehensive rental guarantee cover this unfortunately isn't free, the extra cost starts from £84.00 for 6 months or from £114.00 for 12 months?  
(Price will vary dependant on rental amount)**

Please circle to indicate.

**Yes I would like the more comprehensive cover / No I'm happy with the free option**

**Is there any information that you would specifically like us to mention regarding this tenancy / rental?**

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