

# Residential Lettings Department



## Barlow White Limited Sole Agency Agreement

For the property at

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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.

## Sole Agency Agreement - Residential Letting

I/We.....appoint Barlow White to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of the property ..... Barlow White is hereby granted Sole Letting Rights until cancelled in writing.

### TENANCY TERM

The Tenancy will be for a minimum period of six months, at a 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 & COMMISSIONS - (PLEASE CIRCLE / MARK YOUR PREFERRED OPTION BELOW)

#### SELF MANAGED SERVICE

I/We agree to pay Barlow White and arrangement fee equal to Commission .....% inc VAT, therefore if the agreed rental is £..... the commission fee would be £..... inc VAT as a finder's fee (this includes finding a tenant, serving notices, preparation of documents & the taking of references)

EXAMPLE: £500 RENTAL PER CALENDAR MONTH = £600 FINDERS FEE INCLUDING VAT  
We collect the deposit and first month's rent, then send to you the balance less our fees)

OPTION 1: Goodlord Product - A fee of 5% of the monthly rent would be charged to cover the cost of the rent collection only and all legal protection for the duration of the lease period.

OPTION 2 - Standard Charge - A fee of Half a Month's Rent Plus Vat to cover all the referencing checks including confirmation of employment, address and right to rent on the prospective tenants

#### FULL MANAGEMENT SERVICE

I/We agree to pay Barlow White a fee equal to half of one's month's ren. I/We agree to pay Barlow White a Commission .....% inc Vat, therefore if the agreed rental is £....., the commission would be £..... inc 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 and collecting the rent) 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 you require. Option 1 would be automatically chosen unless otherwise stated by you.

OPTION 1: Goodlord Product - A fee of 5% of the monthly rent would be charged to cover the cost of the rent collection only and all legal protection for the duration of the lease period.

OPTION 2 - Standard Charge - A fee of Half a Month's Rent Plus Vat to cover all the referencing checks including confirmation of employment, address and right to rent on the prospective tenants

### FULL MANAGEMENT SERVICE CONTINUED:

#### Option 1:

I/We agree to pay an administration fee of 30% of one month's rent INCLUDING VAT if the tenant continues in the tenancy (either fixed term or periodic).

EXAMPLE: £500PCM RENTAL PRICE = £150 INCLUDING VAT

This includes contacting both parties, serving the notices / periodic documents and quarterly property checks.



**Option2:**

I/We agree to pay Barlow White an administration fee equal to an additional management fee plus VAT biannually.

EXAMPLE: £500PCM RENTAL PRICE = £60 INCLUDING VAT

We only require two property checks a year with at a current fee of £30.00 INCLUDING 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. If you have chosen to manage the property yourself, you must provide us with details of the scheme you have registered with before the signing of the lease. **Please note, if you are using own scheme the tenancy will not be completed unless we receive sight of your deposit information.**

Should we have no other choice, and you fail to give us details, we will register the deposit under our scheme at a cost of £65 INCLUDING VAT.

If you have chosen to be Fully Managed by Barlow White, the cost will be £34.50 INCLUDING 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 YOU HAVE CIRCLED NO THEN PLEASE PROVIDE DETAILS OF YOUR OWN S C H E M E M E M B E R S H I P

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**CANCELLATION CHARGE**

Should you decide to self manage the property during the period of tenancy, instruct another agent, sell the property to the tenant or any other party or serve notice to quit on the existing tenant without our agreement, you will be liable to pay the equivalent to 6 WEEKS RENT INCLUDING 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. Failure to give bank details can result in a delay with monies.

|                             |                |  |  |  |  |  |  |  |  |  |  |
|-----------------------------|----------------|--|--|--|--|--|--|--|--|--|--|
| Bank/Building Society Name: |                |  |  |  |  |  |  |  |  |  |  |
| Address:                    | A c c t Name:  |  |  |  |  |  |  |  |  |  |  |
|                             | A c c t No:    |  |  |  |  |  |  |  |  |  |  |
| Postcode:                   | S o r t 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 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 more than £100 will be carried out at Barlow White's discretion to ensure the tenants safety and wellbeing.

## TERMS AND 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 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 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) Overseas Landlord.

If 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 for the letting of the property, site of this is required.

### 6) Deposits / Tenancy Deposit Scheme and Arbitration

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

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.

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 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 INCLUDING VAT. During the management of your property the gas safety certificate must be maintained annually, we will write to you in advance and should you not respond within the requested timeframe we will carry this out on your behalf.

**Electrical Equipment (Safety) Regulations 1995.** I/We hereby certify that the wiring

all

at the property in both fixed electrical equipment and the building itself meets

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. **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.

c. **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.

d. **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. The EPC is intended to help prospective tenants compare energy efficiency of various properties and they last for 10 years. With effect from 1<sup>st</sup> April 2020 it is a legal requirement that all residential tenancies, including existing tenancies are required to have an EPC with a rating of E or above. Please note we are unable to take on the property or market the property unless this minimum requirement is met by having essential works carried out.

e) **Electrical Certificates** As of 1<sup>st</sup> June 2020, it is a legal requirement for all new tenanted

properties to have an electric certificate carried out. This must be done by a qualified electrician. And as of 01/04/2021 it becomes mandatory for all existing tenancies to have an electrical certificate carried out.

**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**

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met. I/We except that Barlow White have the right to undertake mandatory work and / or inspections 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 Barlow White 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**

Cooling Off period comes into effect when the contract is signed by a consumer away from your office, this cancellation period means that marketing of the property cannot start until after the 14 days and where the client wishes the contract to begin before the end of the 14-day cancellation period you must obtain confirmation of that request in writing. Also, where you intend to recover costs incurred during the cancellation period you must obtain the clients agreement in writing to those specific costs before work commences

**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 of ninety days' notice.

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

**Failure to return the Sole Agency Agreement will be deemed that you agree to the said terms.**

|   |  |       |  |  |  |
|---|--|-------|--|--|--|
| Signature:<br>For and on<br>behalf of<br>Barlow White |  | Date: |  |  |  |
| Print Name:   |  |       |  |  |  |
| Signature:<br>Landlord                                |  | Date: |  |  |  |
| Print Name:   |  |       |  |  |  |

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

**Owner/Owners Full Names:**

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**Correspondence Address, Contact Details and 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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**How many Keys/ Sets given:**

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

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**Council Tax Band & Refuse Collection Day**

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**FURTHER PROPERTY DETAILS**

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**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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**Would you like us to email your monthly statements and any other correspondence?**  
Please circle to indicate.  
Yes / No

**Goodlord Rent Guarantee:**

Should you have taken out the Goodlord policy (5% monthly charge) at the start of the tenancy, this will be renewed on a 6 / 12 monthly basis and will be automatically done so on your behalf and the cost passed on, should you wish to opt out please inform us. Circle / mark to indicate the option:

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

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

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