



Name(s) of Legal Owner: _____

Property Address: _____

UK Contact Address: _____

Home No: _____ Account Name: _____

Mobile: _____ Account Number: _____

Email: _____ Sort Code: _____

Agency Type:

- Sole Agency (8-week minimum term)
- Multiple Agency

Service Level:

- Premium Rent - 10%
- Premium Management - 14%

Monthly Rent: _____

UK Resident:

- Yes
- No

As the legal owner(s) of the property I/we consent that James Bailey Property Limited can erect a 'To Let' board outside the property; I/we accept the fees payable to James Bailey and note the termination conditions; understand our legal responsibilities printed overleaf. We have read and accept the terms and conditions set out and confirm the property should be marketed to Let from the date: _____. I/we confirm that all information provided is accurate and understand that I/we may have the right to cancel this agreement within 14 days of signing it under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If signing as a joint owner, you confirm that you have the authorisation of all joint owners to instruct us as your agent.

Name: _____ Signed: _____

Date: _____



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property if you or the applicant register a complaint and The Property Ombudsman asks for it. You also agree that we can disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

James Bailey Property Limited Registered Office: 4 Fairwys Court, 46 Albion Road, Sutton, SM2 5FH. Registration No. 13239135





Sole Agency Instruction

Our appointment as the sole agent has a minimum duration of 8 weeks from the date of appointment. If you wish to terminate our appointment, you must give 14 days' notice in writing.

Under sole agency the fee will be due to us if at any point a tenant moves into the property; who has been directly or indirectly introduced by us during the period of our agreement; or with whom we have had negotiated about the property during the period of agreement; or who has been introduced by any other party during our Sole Agency agreement or its termination period.

Multiple Agency Instruction

Our appointment as a multiple agent has no minimum period however you must not instruct more than 3 agents, that number inclusive of James Bailey. If you wish to terminate our appointment, you must give 14 days' written notice.

Under a multiple agency instruction, the fee will be due to us if at any point a tenant moves into the property who has been introduced by us or we have had negotiations about the property on your behalf. For avoidance of doubt, an introduction is a viewing of your property conducted by us and communications prior and post said viewing.

Fees

Our fee is calculated as a percentage of the rent for the entire period a tenant remains in the property, including the initial term and renewal of the tenancy.

Our fee for the duration of the term agreed in the tenancy agreement becomes due upon the signing of the tenancy agreement. If you and your tenant mutually agree to end the tenancy agreement early, outside of the terms of the tenancy agreement, then the remainder of all fees due up to the end date agreed in the contract are still owed and must be paid in full.

Our fee can be paid up front or split equally over 2-3 months and deducted from the rental income. Should you decide to collect the rent directly from your tenant, then we require two month's written notice of your intention to collect the rent.

Where more than one tenant is introduced by us the fee will be payable for any period that any of the tenants remain in the property. Where a tenant introduced by us is replaced as a tenant (whether under a new tenancy agreement) the fee will remain payable to James Bailey for as long as the new tenant continues to pay rent.

If you decide to sell the property or change the ownership during the tenancy, then all fees owed are payable straight away.

Throughout the duration of the tenancy, we reserve the right to change our terms and conditions and will give at least three months written notice.

Services

We offer two services to our clients known as 'Premium Rent' service and 'Premium Management' service.

The 'Premium Rent' service is charged at 10% of the rent and will cover the following:

- Negotiate terms and draw up the tenancy agreement.
- Thoroughly reference each tenant and guarantor with our carefully selected third party referencing company Home Let.
- Carry out Right to Rent checks on all tenants.
- Register and protect the security deposit with an approved scheme.
- Provide the tenant with the prescribed information, deposit certificate and How to Rent guide.
- Arrangement and cost of an inventory, check in & check out.
- Arrangement and cost for an EPC (if required).
- Arrangement and cost for an annual Gas Safety Certificate.
- Arrangement and cost for an EICR.
- Please note that we will not cover the cost of repairs should the report be returned as 'Unsatisfactory'
- Check smoke & carbon monoxide alarms.

Renewals are charged at 5% for the first, 2.5% for the second and 0% for any further. For the avoidance of doubt, this fee must be paid from the first month rent of the renewal. This fee will also cover the cost of the new tenancy agreement and the cost of the annual Gas Safety Certificate.

The 'Premium Management' service is charged at 14% of the rent and will cover the following:

- We offer everything covered in the 'Premium Rent' service
- You will be assigned a dedicated property manager who will meet and greet your tenant on the day of the move in.
- We will provide you with a quarterly property inspection.
- We provide you and the tenants with a 24-hour emergency service contact.
- Arrange all works, repairs and inspections on your behalf.
- Provide access for your property for whenever necessary.
- Provide you with quotes from several local, independent contractors for any works needed.
- We review the Check In & Check Out report and deal with the tenants to agree on any deductions that are to be made from the deposit.

For more information on the services provided, please review the 'Property Services' document that outlines all elements of each service in greater detail.

Any works that cost more than £1,000 will be subject to a 10% arrangement fee.

General

Please allow up to 5 working days for funds to reach your account. Should an international transfer be required then this will incur a fee of £30 per transaction.

We may carry out a Land Registry search on your property and require proof of identification prior to paying rent to you.

We may deduct basic rate tax if you live outside the UK for more than six months in a calendar year. However, you can apply to HMRC to receive your rental income without tax deduction at source.

Deposit

We will retain the Deposit as stakeholders under the Tenancy Agreement for all non-Assured Shorthold Tenancies and under the terms of the Tenancy Deposit Scheme for all Assured Shorthold Tenancies. Interest accrued from the Deposit, if any, will be retained by James Bailey Property Limited.

We can offer the 'Zero Deposit' option to any tenant who passes the referencing process. This removes the requirement for the tenant to pay an up-front deposit, yet will offer you the same protection.

Keys

We require a full set of working keys to be provided for each adult living in the property during the tenancy. If we must get any additional sets/keys cut, then this will be done so at your expense and charged accordingly which will be deducted from the rent.

James Bailey Property Limited will at all times endeavour to provide the best service but accepts no responsibility for any loss or damage suffered by you as a result of:

- Any failure on the part of the tenant to observe the terms of the tenancy agreement, or comply with any obligation required by law; or
- Any defective workmanship or problems associated with third party contractors instructed to do work on your behalf; or
- Any failure by you to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the property; or any failure by you to maintain adequate insurance cover.
- Your failure to adhere to any local authority licensing schemes, including mandatory HMOs, additional and selective licence schemes. Additionally, we reserve the right to notify the Local Authority if you have not provided us with a copy of the required licence.

Please refer to our Privacy Policy online at jamesbaileyproperty.com which is also available in hard copy upon request.

You agree that we may use your property details for future marketing.

You understand that James Bailey Property has a procedure for handling any complaints and may disclose information relating to the lettings and management of the property to The Property Ombudsman, should it relate to a complaint or the monitoring of James Bailey's compliance with the code of practice.