

Property Address: _____

Correspondence Address (if different from property address): _____

I hereby appoint Alamo Estates to act as Sole Agent or Multiple Agent and
opt for Let Only (Tenant Find) Let & rent collection Full Management

To seek a rent of £_____ per _____ which is to be collected on my/our behalf and fees
deducted monthly throughout the duration of the Tenants occupation as outlined in clause 2 overleaf.

The Let only fee of ____% at the asking rent would be £_____(inclusive of VAT). The monthly fee of
% at the asking rent would be £_____(inclusive of VAT). (the fees agreed here will be the actual fees
charged and will be considered over the standard fees stated in clause 3 for the first year).

As legal owners I/We;

- have read and accept the terms and conditions set out overleaf and the Property will be available to let from : Date _____
- confirm that if the Property is subject to a lease or mortgage, it is our responsibility to obtain permission from the Landlord or mortgage provider to let the Property;
- have made Alamo Estates aware of any planning or environmental issues relating to the Property.
- acknowledge that Alamo Estates has made us aware of all legal obligations regarding the electrical safety regulations, legionella risk assessments, statutory gas certificate, Smoke and Carbon Monoxide Alarm Regulations 2015, Energy Performance Certificate (EPC) and will ensure that all furniture complies with current fire regulations;
- will notify our insurance company and/or managing agent of the intention to let the Property and will maintain the buildings insurance throughout the Tenancy;
- understand that where possible a 'To Let' board will be erected to assist in advertising the Property;
- instruct that Alamo Estates pays, upon receipt of signed documents; a valid gas safety, EPC and the net rental income direct to the account detailed below;
- agree that no alterations to these terms and conditions will be accepted unless agreed and confirmed in writing by Alamo Estates;
- acknowledge that all client monies are held securely in a designated and audited client account;
- agree and understand the conditions set out below are in addition to the terms and conditions detailed above and on the reverse.

Further Conditions _____

Full names of all owners: _____

Account Name: _____

Account no:

Sort Code: - -

- Sole Freeholder
- Joint Freeholder
- Sole Leaseholder
- Joint Leaseholder

Alamo Estates is legally obliged to file a tax return stating the names, addresses, income and expenditure of our clients.

I confirm that the above information is accurate.

Yours faithfully;

Signed (on behalf of any and all owners):

Print name _____

Date _____



1. DEFINITIONS

In these terms and conditions, the following words mean:

- 1.1 "Alamo Estates"/ "the agent"/ "we"/ "us"/ "our"- the agent hereby instructed by you. Alamo Estates is a trading name of Georgie Bungle Ltd.
- 1.2 "You"/ "the Landlord"- the person(s) named overleaf and any successors in title being the owner(s) of the property.
- 1.3 "the property"- the property referred to overleaf or any part of it including any garage, outbuildings, fixtures, fittings, and those appliances and items of furniture listed in the inventory, but excluding any common parts and excluded parts.
- 1.4 "Tenant"- any Tenant or Tenants occupying the property. If the Tenant is a company it shall include any subsidiary or parent company.
- 1.5 "Tenancy"- the Tenancy granted to the Tenant, including any initial agreement or any extension, subsequent agreement, renewal, holding over, or any statutory periodic Tenancy to which the Tenant is, or may become, entitled.
- 1.6 "Rent"- any payment made by the Tenant or anyone on behalf of the Tenant pursuant to the Tenancy and for use of the property.
- 1.7 "Commission"- the Commission or fees detailed in clause 3.
- 1.8 "Multiple Agency"- You instruct Alamo Estates to market and let the property alongside other letting agents.
- 1.9 "Sole Agency"- Alamo Estates are the only agent instructed to market and let the property during the agreed minimum period.

2. PAYMENT OF COMMISSION

- 2.1 In the event that Alamo Estates introduces a Tenant who enters into occupation of the property, the Commission shall become payable to us for the entire duration of the Tenants occupation under the tenancy.
- 2.2 The Commission is calculated as a percentage of the rent for the entire period during which a Tenant remains in occupation of the property including an initial term or any extension or renewal of each Tenancy. For your convenience we agree to accept payment of the fees (Rent Collection & Full Management only) in equal monthly amounts throughout the duration of each Tenants occupation. However, in the event that your Tenant leaves the Property prior to the end of the contracted fixed term, the full balance of fees, for the remaining term, will become payable immediately. The commission for the let only service is calculated as a percentage of the rent for the entire duration of the Tenants contract.
- 2.3 Where there is more than one Tenant introduced by us the Commission will be payable for any period that any of the Tenants remain in occupation.
- 2.4 Where a Tenant introduced by us is replaced as a Tenant (whether or not under a formal Tenancy agreement) by his/her nominee, the Commission will remain payable for as long as the new Tenant shall remain in occupation of the Property.

3 COMMISSIONS AND CHARGES

- 3.1 Sole Agency: Unless otherwise stated on the reverse of this document the Commission for our let only service is 10% (inclusive of VAT) of the rent. The Commission for our rent collection service is 12% (inclusive of VAT) of the rent and our full management service is 18% (inclusive of VAT). You hereby undertake not to instruct any other agent during the term of this agreement. To be clear for the purpose of clause 3.2 You hereby agree that Tenants or other agents Tenants originating before the termination date of this agreement are deemed to have been introduced by us.
- 3.2 Sole Agency terms: The Commission will be due to us if at any time a Tenant takes occupation of the Property; (a) who has been directly or indirectly introduced by us during the period of our agency agreement; or (b) with whom we have had negotiations about the Property during the said period; or (c) who has been introduced by any other party during the period of our Sole Agency agreement or its termination period.
- 3.3 Sole Agency marketing period: our appointment as sole agent is for a minimum period of 12 weeks from the date overleaf; termination must be in writing giving 28 days' notice.
- 3.4 In the event of Tenancy being terminated, it is agreed that we will be re-instructed to find replacement Tenants on a Sole Agency basis for a minimum period of 12 weeks from the date of the notice being served.
- 3.5 Multiple Agency: Unless otherwise stated on the reverse of this document the Commission for our let only service is 12% (inclusive of VAT) of the rent. The Commission for our rent collection service is 14% (inclusive of VAT) of the rent. The Commission for our full management service is 19% (inclusive of VAT).
- 3.6 Multiple Agency terms: The Commission will be due to us if at any time a Tenant takes occupation of the Property (a) who has been introduced by us; or (b) with whom we have had negotiations about the Property. Our appointment as multiple agent is for a minimum period of four weeks from the date overleaf; termination must be written giving 14 days' notice.
- 3.7 A minimum fee of £1,200 (inclusive of VAT) is applicable to every Tenancy.
- 3.8 Let Only Renewals: You will be liable to pay us a renewal fee (7.2% inclusive of VAT) if the Tenants renew. This is to include where a Tenant introduced by us is replaced as a Tenant (whether or not under a formal Tenancy agreement) by his/her nominee. The Commission will remain payable for as long as the new Tenant shall remain in occupation of the Property.
- 3.9 Short Lettings: If your Property is let on a short term basis (less than six months), we will obtain identification from the Tenant (not full references), ensure that the Tenant pays one month's deposit and the rent for the duration of the contract in advance. We will manage all short lets and our fee will rise to 24% (inclusive of VAT) for the duration of the Tenant's occupation (minimum fee £1,200 (inclusive of VAT)) payable in advance.
- 3.10 Withdrawal: We reserve the right to charge a nominal withdrawal Commission of £1,200 (inclusive of VAT) if you withdraw the Property from the market within the contract period or if any offer is made to you by a potential Tenant of the required rent and you decline that offer despite the Tenants passing referencing.
- 3.11 Additional Charges: (a) We require one set of keys for each Tenant and an additional set to be retained at the branch. We will have duplicates cut at your expense if these are not provided by you. (b) Attendance at the property, other than for the scheduled visits will be charged at £40 for up to 4 hours and £75.00 for up to 8 hours or for a visit (to include attending for deliveries, and or meeting contractors). (c) A fee of £300 will be charged for every new Tenancy and deducted from the rent to cover the Tenancy administration. Deposit protections are charged at £50 per registration. (d) A fee of £150 will be charged for every renewal or periodic Tenancy and deducted from the rent to cover the Tenancy administration. (e) A fee of £30 will be charged for every international bank transfer we are required to arrange. (f) If instructed to arrange an EPC, Alamo Estates can instruct an approved contractor at a cost of £90. (g) Tenants may be charged an administration fee.
- 3.12 All other charges are due and payable when incurred and we reserve the right to withhold any part of the rent to meet these costs and/or to discharge them from any sum held by us on your behalf.
- 3.13 You remain responsible for all Commission and charges irrespective of whether the Tenant pays. Commission shall become payable by you to us immediately.
- 3.14 We reserve the right to alter our terms and conditions or administration charges by giving no less than three months' written notice.
- 3.15 This letter satisfies our code of conduct under which we undertake to confirm our terms in writing. Should you not sign it but instruct us to proceed and accept viewings on the Property you will be bound by all terms.

4. LET ONLY SERVICE (TENANT FIND)

In providing this service to you Alamo Estates will:

- 4.1 Carry out a pre-tenancy inspection of the Property and advise you on the expected level of rent, advertise the Property and arrange viewings. We will also discuss any steps you may need to take to comply with current safety regulations or other legal requirements, however it is your obligation as per Clause 9.4 to ensure that your property adheres to current legislation.
- 4.2 Arrange for (at your request and at an additional fixed cost to you) an inventory and professional check in/check out.
- 4.3 Negotiate the terms of the initial and any renewal agreement between you and your Tenant. Upon your instruction we will also sign the Tenancy on your behalf.
- 4.4 Reference check your prospective Tenants either by using an external referencing agency or our internal referencing department. Alamo Estates will also check your Tenant's right to rent in the UK at the start of the tenancy and we will advise you should it be necessary for you to do further checks during their tenancy.
- 4.5 You should allow five working days for cleared funds to be available for transfer to your account. Alamo Estates reserve the right to carry out a Land Registry search on your property and request a copy of your identification prior to paying rent to you.

In addition to the above, Alamo Estates will:

5. RENT COLLECTION SERVICE

In addition to the let only service Alamo Estates will:

- 5.1 provide a dedicated Rent Collection Representative with a dedicated contact number and email address for your support.
- 5.2 collect and remit the rent received.
- 5.3 deduct commission fees and other works as agreed.
- 5.4 Make formal demand for and take all other reasonable steps necessary (without issuing court proceedings) to recover any arrears of rent, and thereafter advise you of time scales for you to instruct solicitors and commence court proceedings to recover such arrears and/or enforce or defend your other rights in relation to the letting of the Property.
- 5.5 Require one month's written notice should you not require the rent to be collected by us. As we would therefore not be collecting the rent (and consequently unable to deduct the Commission from the rent) the remaining Commission (as outlined in clause 2) will be due immediately for the remaining term of the Tenancy.
- 5.6 Upon your instruction arrange a statutory gas safety test to be carried out at your expense prior to the Tenant's occupation, and assuming you have provided us with a set of keys to hold during the Tenancy arrange a gas safety test to be carried out annually thereafter.

6. FULL MANAGEMENT SERVICE

In addition to Let only and rent collection services Alamo Estates will:

- 6.1 Visit the property periodically throughout the Tenancy and submit a written report to you on its condition. Any reports submitted by us relate only to the decorative state of the Property and are not intended to be a survey.
- 6.2 (a) Arrange any repairs, servicing or maintenance of the Property that may be required to maintain the Property in a satisfactory condition. We will inform you of all required works and contact you for permission to proceed if the cost of the work is likely to exceed £250, except in the case of emergencies. (b) Should we be instructed to arrange repairs an administration fee of 12%(inclusive of VAT) of the total cost of the work will be applied. (c) Should we be instructed to arrange any work exceeding £2,500 we will require payment of a project management and administration fee of up to 18% (inclusive of VAT) of the total cost of the work. All contractors are only instructed by us on your behalf.
- 6.3 Look to instruct approved contractors with whom we have a service agreement or our internal contractors. Our service agreement ensures quality, safety and a benefit of a loyalty discount for our clients on the majority of works we arrange subject to Clause 9/9.3. We reserve the right to charge the contractor an administration fee for the services and insurance that we provide to them (further information available upon request).
- 6.4 Arrange for a statutory gas safety test to be carried out at your expense, prior to the Tenant's occupation, and annually thereafter (at an additional fixed cost at you).
- 6.5 If a professional check in/check out is done, we will notify the relevant utility suppliers of the change of occupancy.
- 6.6 Should you wish to cease the full management service, this will then have the effect of reducing the service to a Rent Collection service at the standard Commission rate of 12% (inclusive of VAT) of the annual rent. Termination of the full management service must be in writing giving 3 months' notice (in the form of a letter or email) and we offer a minimum period for managing a property of six months.
- 6.7 Deduct a float of £250 from the final rental payment to cover any expenditure incurred between the final rent date and the end of the tenancy. This will be returned to you once all outstanding invoices have been paid.
- 6.8 Retain a float of £300 when the rent is paid six months in advance, or £500 when the rent is paid annually in advance. This is to cover any expenditure incurred prior to the next rental instalment.

7. TAX: NON-RESIDENT LANDLORDS

- 7.1 The rental income you receive may be subject to income tax even if you are a resident abroad. If you reside outside the UK, or if you are absent from the UK for a period of six months or more you are deemed for tax purposes to be non-resident landlord and Alamo Estates will deduct basic rate tax from any rent collected. If we are not provided with a UK residential address, then we are obliged to assume you are a non-resident landlord.
- 7.2 The Non Resident Landlord Scheme is run by the HM Revenue & Customs (HMRC) and taxes the rental income of non-resident landlords. As a Non-Resident Landlord you may apply to the scheme and following your successful application we will receive approval from HMRC to pay your rent without deducting any tax.
- 7.3 Your tax affairs relating to the Property are your own responsibility. However, under current legislation, we will become liable if you default in the payment of any relevant tax. Where it seems to us that this is likely, we will retain an amount sufficient to meet our estimate of any such tax liability from the rent, and you will indemnify us and keep us indemnified against all costs, claims, proceedings and legal costs or other expenses arising out of it, in connection with any such tax (including any penalties or interest payable on it) to which we may become liable.

8. SALE OF THE PROPERTY

In the event that the freehold or long leasehold is sold, or the ownership of the Property changes during the Tenancy, then a final Commission payment will be due upon completion of the sale. This will be a sum equivalent to the Commission that would have been payable until the end of the Tenancy. Please ask about our special sale fees for landlords.

9. GENERAL

Alamo Estates will at all times endeavour to provide the best service possible but accepts no responsibility for any loss or damage suffered by you as a result of:

- 9.1 Any delay, failure or overpayment by us in relation to the settlement of your accounts relating to the property; or any failure in carrying out any inspection of the Property to notice any latent defects or matters concealed from our representatives; or
- 9.2 Any failure on the part of the Tenant to observe the terms of the Tenancy agreement, or comply with any obligation imposed by statute; or
- 9.3 Any defective workmanship or problems associated with third party contractors instructed to do work on your behalf; or
- 9.4 Any failure by you to comply with relevant legislation, safety or other regulations; or
- 9.5 Any failure by you to comply with terms of any relevant lease, mortgage, or insurance policy relating to the property; or any failure by you to maintain adequate insurance cover.
- 9.6 By signing these terms and conditions you acknowledge that we have made you aware of your responsibility to adhere to any landlord licence or HMO (Houses in Multiple Occupancy) licence regulations and we will need to check for compliance with your local authority as each authority has varying guidelines. Where we are managing a property we are only managing the individual unit and as such have no liability for communal parts, the building as a whole or any liability in relation to HMO or other landlord licensing legislation. This liability lies solely and entirely with the Landlord.
- 9.7 By signing these terms and conditions you agree that Alamo Estates can use your property details for future marketing.

10. DEPOSITS

- 10.1 For all non Assured Shorthold Tenancies, Alamo Estates will retain the deposit in line with Tenancy agreement as stakeholder.
- 10.2 For all Assured Shorthold Tenancies the deposit will be held by My Deposits, which is administered by: HFIS plc T/A Hamilton Fraser Insurance, Premier House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Phone 0333 321 3403 Email: info@mydeposits.co.uk

10.3 If you agree with your Tenants to hold the deposit yourself, we will transfer it to you on receipt of evidence of your Tenancy Deposit Scheme membership and the Scheme prescribed information signed by all parties and/or receipt of both Tenants and landlords signed Tenancy agreement, outlining details of the Scheme and the Landlords obligation to protect the deposit. You must then register the deposit in accordance with the rules and regulations and ensure that the Tenant is provided with a copy of the certificate, the prescribed information and the Tenant information leaflet. We take no responsibility for the failure of a deposit being registered where held by the Landlord or an alternative appointment agent.

10.4 Interest occurred from the deposit, if any, will be retained by Alamo Estates.

11. COMPLAINTS PROCEDURE

Should you have any problems with the service provided by Alamo Estates which you are unable to resolve with the branch, you should write to our Director for a response on behalf of the Company. Should you remain dissatisfied, you can then refer this to The Property Ombudsman (TPO) of which we are a member and abide by the TPO code of practice. We may disclose information relating to the property to the TPO should it relate to a complaint against us or to assist in its monitoring of our compliance with their code of practice. Details of The Property Ombudsmans website is www.tpos.co.uk.

12. PREMIUM SERVICE

A tailored package made for the client.

Services Provided

Let Only (Tenant Find):

- Arrange Energy Performance Certificate (EPC) if required charged at £80 (including VAT);
- Arrange Gas Safety Certificate (GSC) if required;
- Arrange tenancy agreement
- Work hard to promote and advertise your property
- Carry out viewings seven days a week, including out of hours if need be
- Negotiate terms and draw up a bespoke contract
- Collate references on behalf of your Tenant
- Hold a copy of your keys throughout the tenancy
- Arrange for any pre-tenancy work to be carried out
- Ensure Tenants are provided correct bank details to set up standing order.
- Confirm Tenants right to rent prior to the start of the tenancy
- Move Tenants into the property, completing full sign up
- Provide marketing feedback and updates
- Arrange the inventory, check-in and check-out if required;

Rent Collection will benefit from all the above as well as the following:

- Protect Tenant deposit with an approved scheme
- Negotiate tenancy renewals
- Collect and remit the rent throughout the duration of the tenancy
- Deduct commission fees and other works as agreed
- Make any HMRC deduction and provide the Tenant with the NRL8 (if relevant)
- Pursue non-payment of rent and provide advice on rent arrears actions in rare event it happens
- Instruct approved contractors on your behalf

Full Management will benefit from all the above as well as the following:

- Ensure you comply with changing legislation
- Be allocated a local, dedicated property manager
- Comprehensive twice yearly inspection
- Transfer utilities at the start and end of tenancy
- 24 hour emergency service for your Tenants
- Pay contractors on your behalf
- Access to competitively negotiated contract pricing
- Arrange repairs, maintenance and refurbishments
- Act as liaison between you and your Tenant
- Negotiate deposit release
- Manage your property through vacant periods