

*

*

Our ref GH/

Date 20

Dear

Re:

Following our evaluation please find our standard contract, should you wish to market your property To Let with our company we require you to return:

- One copy of the Property Agreement contract duly signed
- Owner Information Form
- Two sets of keys (one for tenant and one to allow access)
- Initial letting fee of a minimum £275.00 plus VAT, cheques payable to Dickinson Harrison Ltd

We trust that you find the above in order, should you have any queries on this matter please do not hesitate to contact our office.

Yours sincerely

Gemma Harris
Lettings Administrator

**DICKINSON
HARRISON**

Property Management Agreement

BETWEEN:

-AND-

Dickinson Harrison Ltd

**RELATING
TO:**

An Agreement between (Client)
and

Dickinson Harrison Ltd

**DICKINSON
HARRISON**

WHEREBY IT IS AGREED AS FOLLOWS:

- 1) The client appoints Dickinson Harrison Ltd as their agent in the management and letting of their property known as:-

Dickinson Harrison Ltd agrees to act in the best interests of the client for the duration whilst the agreement continues to be in force under the terms and conditions hereinafter set out.

- 2) Dickinson Harrison Ltd agrees with the client as follows:
- a) To locate suitable tenant(s) in compliance with the clients wishes.
 - b) To show prospective tenants around the property.
 - c) To obtain satisfactory references of prospective tenants where possible.
 - d) To inform the client on finding a suitable tenant(s).
 - e) To draw up and enter into an appropriate tenancy agreement between the client and the tenant(s) on behalf of the client.
 - f) To agree with the client and tenant(s) the inventory of the contents of the property at the beginning and end of the tenancy.
 - g) To check the tenant(s) into the property.
 - h) To collect a returnable deposit in the form of a bond to be held by Dickinson Harrison Ltd. The sum of the bond to be at the discretion of Dickinson Harrison Ltd. Any interest accrued on clients funds held to be retained by Dickinson Harrison Ltd.
 - h i) Dickinson Harrison Ltd are a member of the Tenancy Deposit Scheme, which is administered by:
 - The Dispute Service Ltd
 - PO Box 541
 - Amersham
 - Bucks
 - HP6 6ZR

 - Telephone 0845 226 7837
 - email deposits@tds.gb.com
 - Fax 01494 431123
 - h ii) Dickinson Harrison Ltd are instructed by **LANDLORD** to hold the Deposit and Dickinson Harrison Ltd shall do so under the terms of the Tenancy Deposit Scheme.
 - h iii) Dickinson Harrison Ltd holds tenancy deposits as Stakeholder.
- At the end of the tenancy covered by the Tenancy Deposit Scheme**
- h iv) If there is no dispute Dickinson Harrison Ltd will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the **LANDLORD** or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with **LANDLORD** and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
 - h v) If, after 10 working days following notification of a dispute to Dickinson Harrison Ltd and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between **LANDLORD** and the Tenant over the allocation of the Deposit it will (subject to clause h vi below) be submitted to the Independent Case Examiner of The Dispute Service for adjudication. All parties agree to co-operate with any adjudication.
 - h vi) When the amount in dispute is over £5,000 **LANDLORD** and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the Independent Case Examiner of The Dispute Service although, with the written consent of both parties, the Independent Case Examiner may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between **LANDLORD** ADDRESS and the Tenant. The liability for any subsequent costs will be dependent upon the award made by arbitrator.
 - h vii) The statutory rights of **LANDLORD** ADDRESS or the Tenant(s) to take legal action against the other party remain unaffected
 - h viii) It is not compulsory for the parties to refer the dispute to the Independent Case Adjudicator of The Dispute Service for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement

signed by both parties, refer the dispute back to the Independent Case Adjudicator of The Dispute Service for adjudication. If parties do agree that the dispute should be resolved by the Independent Case Adjudicator of The Dispute Service, they must accept the decision of the Independent Case Adjudicator of The Dispute Service as final and binding.

- h ix) If there is a dispute Dickinson Harrison Ltd must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not Dickinson Harrison Ltd contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline Dickinson Harrison Ltd.
- h x) Dickinson Harrison Ltd must co-operate with the Independent Case Adjudicator for The Dispute Service in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect information

LANDLORD warrants that all the information he has provided to Dickinson Harrison Ltd is correct to the best of his knowledge and belief. In the event that the **LANDLORD** provides incorrect information to Dickinson Harrison Ltd which causes Dickinson Harrison Ltd to suffer loss or causes legal proceedings to be taken **LANDLORD** agrees to reimburse and compensate Dickinson Harrison Ltd for all losses suffered.

- i) To collect a monthly rent in advance of £ , subject to this figure being that agreed on the tenancy agreement(s), and credit all monies received less disbursements to the client on a monthly basis.
 - j) To inspect the property on a periodic basis.
 - k) To provide the client statements of accounts upon demand.
 - l) To arrange for the reading of all gas and electric meters etc. prior to the letting of the property and to arrange for all future billing to be in the tenant(s) name. Note: The owner must advise utilities including any telephone and television companies of their vacation and request a final account.
 - m) To inform the client of any maintenance or repair work which may be required on the property of which Dickinson Harrison Ltd has been informed of or noticed. To obtain estimates on the client's behalf and on the client's written approval, except in the case of emergency up to £100.00 where no approval shall be required, instruct the repair/maintenance work to be undertaken on behalf of the client with all liability and disputes to the responsibility of the client.
 - n) To re-market the property for let as conditions dictate whilst the property is under the management of Dickinson Harrison Ltd.
- 3) Dickinson Harrison Ltd shall act as managers of the property on behalf of the client from the first day of tenanted occupation of the property until this agreement shall be terminated in accordance with the provisions hereafter contained. Dickinson Harrison Ltd shall be allowed a reasonable period in which to secure suitable tenants. If the agreement is terminated within this period, cancellation charges apply. This agreement can be terminated by Dickinson Harrison Ltd or the client on two months written notice to expire at the end of the current tenant's occupancy.
- 3a) Should the client wish to take over management of the property mid-term our letting fee at the time of instruction will apply. The current let only fee is £400.00 plus vat.
- 4) Dickinson Harrison Ltd will act as sole agents in the letting and management of the property.
 - a) The client will pay Dickinson Harrison Ltd an initial letting fee of a min £275.00 to £475.00 max plus VAT upon entering into this agreement and Dickinson Harrison Ltd finding suitable tenants(s) for the property. Please note should suitable tenants not be found within six weeks of Dickinson Harrison receiving this agreement the client has the right to cancel this agreement and receive a refund of these monies.
 - b) A monthly management fee of 5% will also be payable to Dickinson Harrison Ltd which will be deducted from monies collected on behalf of the client from the start of the tenancy.
 - c) The client will also pay towards any advertising/marketing costs should the property be withdrawn prior to a tenancy being granted.
 - d) In the event of a tenant being found and the property withdrawn prior to the start of the tenancy, the client will also meet referencing costs plus any related costs incurred by the prospective tenant or Dickinson Harrison Ltd.
 - e) A re-letting fee of no more than £475.00 plus VAT is payable if the tenant vacates and new tenants to be found. No extra contract charges are paid if the tenant chooses to extend his stay beyond the initial term.
 - f) The client also agrees to have informed the mortgagors of the property that the property is to be let and gained their written approval prior to the commencement of the tenancy giving Dickinson Harrison Ltd copies of all correspondence and terms and conditions which are required to be incorporated in the tenancy agreement;
 - g) The client agrees to re-direct all their own mail from the property. Dickinson Harrison Ltd reserves the right to charge for any handling of mail with a minimum of £30.00 plus VAT.
 - h) If a tenant introduced by Dickinson Harrison Ltd subsequently purchases the property Dickinson Harrison Ltd reserves the right to charge a 1% commission on that sale.

- i) If the property is sold with a resident tenant, where the new owner(s) wish to have the property managed by other persons to Dickinson Harrison Ltd, then a sum equivalent to one month's rent plus VAT will become payable by the client.

- 5) It is also agreed between both parties as follows:
 - a) Dickinson Harrison Ltd will at all times act responsibly on behalf of the client but cannot be held responsible for any misrepresentations by the client or tenant(s).
 - b) Dickinson Harrison Ltd is not responsible for insuring the property, but will advise and arrange insurance on client's behalf if requested.
 - c) Dickinson Harrison Ltd will endeavour to ensure that the following will not occur but is not financially responsible for:
 - (i) any damage caused to the property whatsoever for any reason.
 - (ii) any tenant refusing to leave the property at the end of the agreed term.
 - (iii) Tenants not paying the rental monies due.
 - d) Should legal action against the tenant become necessary, all legal costs and disbursements will be payable by the Landlord.
 - e) If Dickinson Harrison Ltd is required by the Landlord to prepare a legal case, attend any tribunal, court proceedings or arbitration then Dickinson Harrison Ltd reserve the right to charge the Landlord an hourly fee of £60 including VAT for attendance.
 - f) After successful finding of a tenant(s) for the property the responsibility for rent collection and management become that of Dickinson Harrison Ltd for the duration of this agreement.
 - g) If Dickinson Harrison Ltd is requested to assess and organise any work on the property prior to it being let, administration charges will apply. On new build properties, where a full snagging list is required, with liaison with the contractors and post-work assessment, a fixed charge of £200 plus VAT will apply.
 - h) Dickinson Harrison Ltd recommend that smoke alarms be fitted and new batteries be provided at the start of the tenancies.
 - i) Dickinson Harrison Ltd are not responsible for any detriment to the property or repair/maintenance work or recompense which may be required at any time to also include periods in-between lettings.
 - j) Dickinson Harrison Ltd cannot guarantee that the property will be let at all times but will actively seek tenants on the client's behalf.
 - k) The client will authorise the company to undertake all obligations as listed in this Property Management agreement.
 - l) The client confirms that he/she is entitled to authorise the letting/management agreement and has disclosed the existence of any mortgage in respect of the property and will indemnify Dickinson Harrison Ltd against any loss out of any breach of the mortgage deed.

Dated 20

SIGNED BY BOTH PARTIES:

Client:

Dickinson Harrison Ltd:

