



INSTRUCTIONS TO MANAGE A RESIDENTIAL PROPERTY

Owners Name (s).....

Date of Birth..... Date of Birth.....

NI No..... NI No.....

Telephone Number..... Mob

Email Address.....

Address of Property.....

.....Post Code.....

Telephone at Property..... Alarm Code.....

Correspondence Address.....

.....Post Code.....

Mortgage Lender.....

Lenders Address.....

Mortgage Number.....

Date Property is available From..... To.....

Special Conditions / Exclusions i.e. No Smokers/ NO Pets/ NO DSS.....

Rental Income will be paid monthly direct to your bank. Please provide bank details below:-

Bank.....Account Name.....

Bank Address.....

..... Post Code.....

Account Number..... Sort Code.....

Please confirm and / or provide proof of the following items

Lenders consent Letter	Yes	No
Buildings Insurance	Yes	No
Contents Insurance	Yes	No

Wheelie Bin Day: Mon / Tues / Wed / Thurs / Fri

Council Tax band..... Annual amount.....

Gas Supplier..... Electric Supplier.....

Do you have Preferred Trades people to undertake Maintenance / Repairs Yes / No

If yes please provide details.....

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LANDLORD RESPONSIBILITIES

REPAIRS AND UPKEEP

The Landlord is responsible for the repairs and upkeep of the property, which include:

- To keep in good repair the structure of the property (including the drains, gutter and down pipes) & exterior.
- To keep in good general repair the appliances / meters for the supply of gas, electricity and water.
- To keep in repair appliances / systems for the supply of heating and hot water
- To keep in repair the sanitary appliances.

In respect of Appliances – it is the landlord’s responsibility to ensure that any appliances left in the property are:-

- In good repair, working order and compliant to the electrical equipment regulations
- Kept in repair during the tenancy
- Replaced when necessary

FURNITURE AND EQUIPMENT

Properties may be let furnished, part furnished or fully furnished.

If your property is to be let fully / part furnished you must ensure that the legal requirements outlined below are fully adhered to.

We strongly advise that delicate or irreplaceable objects are removed before the premises are let i.e. televisions / hi-fi systems

Prior to a tenancy commencing we would seek to ascertain instructions from yourself to create a tenant handbook specific to your property i.e. location of stop taps, instructions for alarms, central heating and service providers etc.

FURNITURE & FURNISHINGS (Fire Safety) regulations 1988 (amended 1989 + 1993)

It is a requirement that from the 1st March 1993 landlords must ensure that any soft furniture must meet requirement standards for fire resistance. These standards include two tests; the match test and the cigarette test. If a property is already being let a transitional period until the end of 1996 has been allowed. *The landlord must ensure labels are attached to the furniture at the property showing that they comply with the regulations.*

Upholstered articles (i.e. beds, sofa beds, arm chairs etc) must have fire resistant filling material and must have a match resistant test or, if of a certain material (i.e. silk) be used with a fire resistant liner. The combination of the cover fabric and the filling must have passed a cigarette resistance test.

The regulations do not apply to antique furniture or any furniture produced prior to 1950. Carpets, curtains and duvet covers are also excluded.

The maximum penalty for non-compliance is 6 months imprisonment or a £5,000 fine or both.

ELECTRICAL EQUIPMENT (Safety) REGULATIONS (1994)

All electrical installations, wiring and appliance must comply with the above regulations. The Agent reserves the right to use a nominated contractor to test the electrical wiring circuits and electrical appliances within the Property for compliance to the regulations.

ENERGY PERFORMANCE REGULATIONS (2008)

The landlord must insure that a valid Energy Performance Certificate (EPC) is available for view by any potential tenants. The Agent reserves the right to use a nominated contractor for the EPC within the property. Should the Landlord fail to provide a current certificate from a contractor of their choice the agent will arrange for the checks to be carried out at the Landlords expense. No tenancy will commence until the agent receives a valid compliance certificate.

GAS SAFETY (Installation and Use) REGULATIONS 1988

Under the Gas safety (Installation and Use) Regulations Act October 31st 1994 it is now a legal requirement to have all gas appliances serviced annually by a Corgi Registered Engineer and a certificate provided for inspection by the Tenant.

The maximum penalty for non-compliance is two years imprisonment or a £5,000 fine or both.

Sapphire Homes arrange all Gas Safety Certificates from their own Corgi / Gas safe plumbers and these are produced at an annual charge of £65.00

INSTRUCTION MANUALS

English instruction manuals must be provided for every gas, electrical, oil or solid burning appliance, including all central heating systems in the Property. If instructions are not included, the appliance may be removed from the property. The agent reserves the right to supply instruction manuals at the landlord's expense.

INDEMNITY OF THE AGENT

The Landlord agrees to indemnify the Agent against any damage or liability, whether civil or criminal, suffered from and during the time the Agent is or was acting on the Landlord's behalf. The landlord shall indemnify the Agent, for the cost of any work affected at the Property that was undertaken to ensure that the property (and its contents) complies with the Landlords obligations to the Tenant.

SERVICES

Tenants are responsible under the terms of the agreement: To pay for the supply and usage their own supply of gas, electricity and water and are accountable direct to the respective boards. Sapphire Homes will take meter readings at the start and end of a tenancy. The tenant is also liable for payment of Council Tax.

TELEPHONE & UTILITIES

Before the commencement of the Agreement, the landlord should ensure that the telephone is disconnected and all utility companies are notified to avoid any debt arising under the landlord's name.

FORWARDING OF MAIL

Arrangements should be made with the Post Office for the redirecting of all mail.

INSPECTIONS

The agent will visit the property twice per annum and findings of the inspection provided to the owner, together with any recommendations, if any. Further visits shall be made upon request by the Landlord, at charge of £55.00 (plus VAT) per visit. Non-expert investigation of apparent and obvious defects that are brought to the Agents attention via the Tenant or third party may be undertaken. Sapphire Homes accept no responsibility for hidden defects & advises the Landlord to instruct a structural surveyor or engineer for such circumstances.

SAPPHIRE HOMES MAINTAINENCE TEAM

We will undertake the day-to-day maintenance of your property, dealing with tenant's problems, repairs and breakdowns.

We have a register of reputable builders, decorators, plumbers, electricians and general workmen who deal with problems promptly. In the event of a repair being in excess of £100.00 we would seek authority prior to the work commencing with the exception of an emergency.

In the event that instructions are not received from the landlord, in an emergency, and/or there is a defect that is likely to cause death or injury, the Agent will have full authority to act in the Landlords best interests.

Except where otherwise provided, if the Landlord provides the Agent with a nominated contractor, the Agent shall make every reasonable effort to contact him.

The Agent reserves the right to instruct an alternative contractor to prevent or to mitigate further loss and/or damage to the property.

INSURANCE

We require details of your insurance policies. It is your responsibility to ensure that all your policies provide adequate cover at all times.

PREPARATION OF THE PROPERTY

We find that sometimes property owners do not have the time to carry out necessary work to their properties prior to letting. In these circumstances we are happy to supervise decoration & acquire furniture for our clients. We will also supervise the installation, removal or repair of items. Our charge for this service is calculated on a time basis and a total cost for works carried out and a quotation can be provided in writing.

COMPLETION OF THE INVENTORY, CHECK IN AND CHECK OUT

An Inventory is completed at the beginning of each tenancy for both unfurnished and furnished properties. Photographs are also taken and stored on a disc in the office. The tenant will be required to agree and sign the inventory at the commencement of the tenancy. The inventory is a compulsory service.

VOID PERIODS

Sapphire Homes do not include security or supervision of the Property when it is not let. The Landlord must make suitable arrangements to have the Property checked during void periods.

ADVERTISING FEE'S

Advertising will be included as outlined on the final page of the brochure. If the landlord requests additional advertising the Landlord can contact the agent to negotiate a specific marketing strategy.

WITHDRAWAL FROM MARKETING

Where the Landlord withdraws Instructions to let the property, the landlord shall pay the Agent the costs and expenses incurred up to the sum of £80.50 inclusive of VAT or £195.50 inclusive of VAT if an application has already been processed.

DEDUCTIONS

If any fees, charges and repair costs remain outstanding before payment to the Landlord of rental income (collected at the commencement of a tenancy), these shall be deducted by the agent.

PAYMENTS

The agent shall receive the rent from the tenant each month by standing order. The Agent shall make monthly accounts to the Landlord within 14 working days after receipt of cleared funds. Payment will be by Bank Transfer (BACS) direct to the Landlords account. Three working days should be allowed for the funds to clear in to the landlords account. If the rent is not received from the Tenant, Sapphire Homes will take all the appropriate action or legal action to recover rent arrears or seek possession of the property through the courts. The Agent is not responsible if a Tenant fails to pay rent.

The Landlord remains responsible to ensure that all ground rent and service charges are payable, if applicable.

BREAKDOWN OF CHARGES

I confirm that Sapphire Homes can manage the above property as outlined above and I agree to the management charge of **10.00% + VAT per calendar month** for a minimum of 6 months. If I choose to end this agreement and keep the tenant found by Sapphire Homes I accept that I will be liable for a tenant finding fee of **£350.00** on top of what I have already paid in management fees. I have also been advised that I would need to arrange for the tenant to sign a new tenancy agreement as the one from Sapphire Homes would then be made void.

I also understand the above amount of **10.00% + VAT per calendar month** will be deducted direct from the rental payment which is paid direct to Sapphire Homes & the balance will be paid direct to my bank account upon the agent receiving this payment from the tenant.

I have also been made aware that there is a one off payment required for each newly signed tenancy which is to the value of one week's rent which will be deducted from the rent upon the tenant signing the tenancy agreement and paying their first months rent and deposit. A compulsory inventory is required at a fee of **£20.00** for unfurnished properties and **£30.00** for furnished properties.

I agree to Sapphire Homes performing the annual Gas Safety Check on the property at a cost of £65.00 per annum.

I also agree that Sapphire Homes can conduct the Energy Performance Certificate at a cost of £65.00 which is valid for a ten year period.

TERMINATION OF MANAGEMENT

If you choose to end this agreement within the first six months or after that period yet keep the tenant found by Sapphire Homes. You will be liable for a release fee of **£350.00**. You will also need the tenant to sign a new tenancy agreement as the one from Sapphire Homes would then be made void. The landlord may terminate the Agreement giving not less than two months written notice to the Agent... If the Tenant/s remains in occupation of the Property, the Agent shall charge the appropriate tenant finding fee. The Agent may terminate this agreement upon giving not less than two months written notice. If any term of condition of this agreement or statutory obligation is breached by the Landlord or any act or omission which renders the Agents duties of managing the property impractical or impossible, the Agent may terminate the Agreement with immediate effect.

Signature.....

Print.....

Date.....

SOLE AGENCY AGREEMENT. This means that you will be liable to pay remuneration to us, as well as other costs or charges agreed, if at any time an Assured Shorthold Tenancy is entered into with a Tenant introduced by us during the period of our sole agency agreement or with whom we had negotiations with about the property during that period, or a Tenant, introduced by another agent during that period. You have appointed Sapphire Homes as the only agent to market & manage your property and will not appoint any other agent to work in competition with Sapphire Homes. The giving of twenty eight days written notice by either party prior to a tenant being introduced may end the contract