

## **JOHN STEPHEN PROPERTY SOLUTIONS .**

### **Terms and Conditions.**

Upon the commencement of a tenancy of the Property, John Stephen Property Solutions (hereinafter referred to as "JSPS") undertakes to manage the Property on the Landlord's behalf and in consideration thereof the Landlord shall pay to JSPS 2.5% of the gross rent collected monthly in advance. If at any time during such occupancy by such tenants the Landlord wishes to transfer the management of the Property to themselves or any other party this shall be on the basis of the Landlord giving JSPS two months' written notice and continuing to pay to JSPS the management fees during the two-month notice period or a fee equivalent to two months' management fees in lieu of notice, provided that no such fee shall be payable if the transfer occurs as a result of the breach by the JSPS of a material term of this Agreement or the negligence or wilful misconduct of JSPS.

#### **In exchange for the management fees the agent shall: -**

- Inspect the property every six months and prepare a written report for the Landlord.
- Handle tenant's enquiries.
- Arrange for any repair work on behalf of the Landlord when authorised by the Landlord to do so or on using the discretion granted to JSPS by the Landlord in this contract in pursuance of protecting the Property and Landlord's interest. JSPS shall ensure that all contractors performing such repair work are able to carry out any works required to a reasonable professional standard and will, if required, enter into a formal contract with the Landlord.
- Have the discretion to carry out any emergency or urgent repair works up to a maximum cost of £300 without prior reference to the Landlord.
- Advise gas, electric and water utility providers and council tax office as appropriate of any changes of tenants.
- Organise estimates and arrange for works to be completed following any insurance claims.

#### **Safety Regulations**

The Landlord hereby certifies that the property, furniture, fixtures and effects to be included within the Property during the tenancy comply with all of the following regulations and shall produce such documentation as might be necessary to prove same as and when requested to do so by JSPS.

***The Gas Safety Regulations 1998*** - Under these regulations, it is your (the Landlord) legal responsibility to ensure that all of the gas appliances and fixed installations are maintained and kept in good order. It is a legal requirement to ensure that, they are checked for safety every 12 months as a minimum by a registered Gas Safety Engineer.

If requested, JSPS will arrange for the annual gas safety report on your behalf, so that all gas equipment, pipe work and appliances comply with these regulations. The annual inspection will be undertaken by a 'Gas Safe' registered installer and a copy of the report will be provided to the tenant prior to the start of the tenancy and as required on expiry/renewal of the Gas Safety Certificate.

If you choose to obtain the Gas Safety check yourself, you must provide JSPS with a valid certificate 7 days prior to the commencement of the tenancy. If a valid certificate is not provided, you hereby authorise JSPS to appoint a registered Gas Safety Engineer to carry out the gas safety inspection and carry out any remedial work required.

Where the tenancy is remaining in occupancy for longer than the valid safety certificate, the landlord is required to provide a new, valid certificate 10 days before the expiry of the original one. If a new valid certificate is not provided by that time, JSPS reserve the right to appoint a registered Gas Safety Engineer to carry out the inspection and carry out any work necessary.

***The Electrical Equipment Regulations (1994)*** - Under these regulations, it is your (the Landlord) legal responsibility to ensure that all of the electrical appliances and fixed installations are maintained and kept in good order. It is a legal requirement to ensure that, they are checked for safety by a registered Engineer.

If you choose to obtain the Electrical Safety check yourself, you must provide JSPS with a valid certificate prior to the start of the tenancy.

If a valid certificate is not provided, JSPS reserve the right to appoint an appropriate registered Electrical Engineer to carry out the electrical safety inspection and carry out any remedial work required.

Where the tenancy is remaining in occupancy for longer than the valid safety certificate, the Landlord is required to provide a new, valid certificate 10 days before the expiry of the original one. If a new valid certificate is not provided by that time, JSPS reserve the right to appoint a registered Electrical Engineer to carry out the inspection and carry out any work necessary.

***Smoke and Carbon Monoxide Alarm Regulations 2015*** - Under these regulations, it is your (the Landlord) legal responsibility to install and maintain fit and proper smoke alarms on every floor of the property in addition to a carbon monoxide alarm in any room with a solid fuel combustion appliance.

It is the landlord's responsibility to ensure that the Smoke and Carbon Monoxide alarms are checked at the start of each tenancy, and the checks are well documented.

JSPS can ensure that the alarms are also checked during any property inspections conducted by JSPS, and the cost of replacing of any faulty alarms will be met by the landlord.

***Energy Performance Certificate (EPC)*** - All properties and buildings in the private rented sector require a valid EPC with a minimum band E rating. The certificate remains valid for 10 years.

JSPS will obtain a copy of your EPC from the EPC register, however, should an EPC not be available, you hereby authorise JSPS to obtain one on your behalf, the cost of which will be met by the Landlord.

Under these regulations, you (the Landlord) are obligated by law to obtain and provide a copy of the EPC, free of charge and at the earliest opportunity, to prospective tenants.

***Furniture and Furnishings Fire Safety Regulations 1988 (as amended in 1989, 1993 and 2010)*** - You hereby warrant to JSPS that all furniture and furnishings in the property fully comply with the requirements of the Consumer Protection Act 1987 and statutory instruments made under it. This includes, in particular, the Furniture and Furnishings (Fire) (Safety) Regulations 1988, as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989, 1993 and 2010.

If any such documentation as required under clause (9) above is not available, the Landlord hereby authorises and requests JSPS to take all necessary steps to obtain any such documentation in order to fulfil the Landlord's statutory obligations (including, and amendment or addition thereto) and the Landlord thereby agrees to protect and hold harmless JSPS in respect of all expenses and charges incurred as a result of action taken in accordance with this clause.

#### **Maintenance and Repairs.**

The Landlord is under a statutory obligation to maintain the fabric and structure of the building including the provision for the supply of all services, and space and water heating throughout the period of this agreement and the Landlord hereby authorises and requests JSPS to take all the necessary steps to fulfil the Landlord's statutory obligations (including any amendment or addition thereto) and the Landlord hereby agrees to protect and hold harmless JSPS in respect of all expenses and charges incurred as a result of action taken in accordance with this clause.

#### **Termination.**

It is mutually agreed that each party shall have the right to terminate this agreement (subject to provision to clauses 7 above and 14 below) upon giving to the other 2 months' notice in writing.

If at any time during such occupancy by such tenants the Landlord wishes to transfer the management of the Property to themselves or any other party this shall be on the basis of the Landlord giving JSPS two months' written notice and continuing to pay the management fees during the notice period or paying to JSPS a fee in lieu of notice equivalent to two months' management fees.

**Interest.**

No interest shall be payable to the Landlord in respect of any monies held by JSPS on behalf of the Landlord no matter what the source of such monies might be or how long such monies are held.

**Joint Landlords.**

Where there are Joint Landlords signing this contract it is hereby agreed and understood that instructions given to JSPS by any of said Joint Landlords, whether verbal or written, shall be accepted and acted upon by JSPS as if such instructions have been given by all of Joint Landlords and liability for JSPS's fees and expenses shall be joint and several between all of the Joint Landlords.

By signing this contract, I / we hereby confirm that all the information and undertakings given is, to the best of my / our knowledge, complete and correct and that I / we hereby protect and hold harmless JSPS against any subsequent claim arising as a result of any incomplete and / or incorrect information no matter how such error or misrepresentation may have occurred.

**Insurance.**

I / we confirm that we have been offered and advised on the provision of a landlord buildings and contents policy and that if I / we have not taken out such a policy it is because we already have adequate cover in place, cover with I / we confirm I / we have been advised by our existing insurer is not prejudiced in any way by my / our now renting out the Property.

**Exclusions.**

The fees referred to in clause 2 a, b, c, and d above are administration fees only and JSPS shall not as a result be liable to the Landlord for any defect in the works undertaken.

Any inspections we carry out on your Property will by definition be of a brief and visual nature and only readily apparent or obvious defects will be reported on. In effect our inspections of your Property cannot in any way be regarded as a structural or any other form of survey requiring the expertise necessary to undertake such a survey. Whilst we will endeavour to ensure the accuracy of any written report they would be prepared for your sole benefit and will be restricted to observations arising from a visual inspection only. They will not amount to a warranty as to the state or condition of the Property, and no liability can be accepted by JSPS for failing to identify any matters or anticipate their consequences.

Signature of the Landlord.

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Name:  
Date:

Signature for JSPS.

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Name:  
Date: