

# Letslivehere

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letslivehere.co.uk  
letting agency

## Acceptance of terms and conditions

### PROPERTIES

I/we instruct Livehere to act as sole agent for the purpose of letting the following property(ies):

1) \_\_\_\_\_ Postcode \_\_\_\_\_

Desired rent £ \_\_\_\_\_ Min rent £ \_\_\_\_\_

2) \_\_\_\_\_ Postcode \_\_\_\_\_

Desired rent £ \_\_\_\_\_ Min rent £ \_\_\_\_\_

3) \_\_\_\_\_ Postcode \_\_\_\_\_

Desired rent £ \_\_\_\_\_ Min rent £ \_\_\_\_\_

Please note additional properties on another page.

### LANDLORD(S) DETAILS

Owner(s) of property: \_\_\_\_\_

Address: \_\_\_\_\_

Home telephone number: \_\_\_\_\_

Mobile telephone number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### SERVICES

Letting only at 50% of one months rent + VAT

Fully managed at 50% of one months rent, \_\_\_\_\_ % of the monthly rents + VAT

Referral service at £ \_\_\_\_\_ + VAT

### BANK DETAILS

Please provide bank details of where you would like Livehere to make payments:

Bank name: \_\_\_\_\_ Sort code: \_\_\_\_\_

Account No: \_\_\_\_\_

Acc. name: \_\_\_\_\_ Branch: \_\_\_\_\_

**Please note that we can only make bank transfers, we cannot make payments by cash or cheque.**

### WITHDRAWAL FEE

If I/we cancel this agreement after Livehere have begun processing a tenant, and before they have moved into the property, I/we agree to pay an administration charge of £100 + VAT.

### IMPORTANT INFORMATION

#### GAS SAFETY REGULATIONS

I have/will have a valid certificate

I instruct Livehere to arrange a certificate at a cost of £57 + VAT

#### ENERGY PERFORMANCE CERTIFICATE (EPC)

I have/will have an EPC prior to a new let/re-let

I instruct Livehere to arrange an EPC at a cost of £60 + VAT

#### DEPOSIT

I will lodge the deposit myself with an approved scheme

I instruct Livehere to lodge the deposit with the DPS at a cost of £25 + VAT

#### HOUSES IN MULTIPLE OCCUPATIONS (HMO)

I have a HMO licence and will provide all necessary documents prior to a new let

My property does not fall under the classification of a HMO

I instruct Livehere to arrange a HMO licence at a cost of £275 + VAT for a five bed (six bed + will cost more)

#### 'TO LET' BOARDS

I am happy for Livehere to put a board up at my property(ies)

#### FULLY MANAGED

I/we authorise Livehere to arrange and carry out works/repairs that Livehere consider to be urgent. I/we would like to put a limit of £ \_\_\_\_\_ on this work.

#### DECLARATION

By signing this agreement, you agree to the following:

- I have read, received and agree to the terms and conditions of Livehere's agreement.
- Should a tenant be found for my property(ies) I agree to pay the appropriate fee
- I will ask for an explanation for any of the terms that I do not understand
- I agree that Livehere, unless otherwise agreed, will sign the tenancy agreement on my behalf

Print name \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

#### ADDITIONAL INFORMATION

# Terms and Conditions

## Let only service

I/we agree to pay Livehere equal payment of half a month's rent plus VAT for arranging the let only service. This service includes:

- Advertising the property: in our office, our website, university websites, window displays and, whenever possible, the Student housing Magazine, let list distributed in the local area.
- "To let" board
- Arrange and accompany viewings for prospective tenants
- References: wherever possible guarantors, bank, landlord and employment references
- Confirm in writing your prospective tenant details

## Fully managed service

If the property is fully managed I/we agree to pay Livehere commission of 12% + VAT of the rent per calendar month, plus the initial payment equal to half a month's rent plus VAT for the arrangement of the tenancy agreement and the management service. This service includes:

The entire above, plus:

- Prepare and organise full inventories
- Collect a deposit and transfer deposit to the DPS
- Carry out quarterly inspections
- Arrange, organize and manage maintenance issues (landlords are responsible for the contractor's fees)
- Review the rent, and negotiate tenancy renewals

**Gas safety Regulations 1994** I/we accept that all gas appliances and installations must be checked and certified safe by a Corgi registered engineer annually by law. I/we will ensure that the named property(ies) is inspected annually, that a satisfactory certificate is obtained certifying the safety, and will provide Livehere with a copy. Livehere must have this before a tenant(s) can move in.

**Electrical Equipment Safety Regulations 1995** I/we hereby certify that to the best of my/our knowledge the wiring at the named property(ies) in both the appliances and the wiring of the building itself, meets all safety regulations. Livehere advises that all properties and appliances should be checked on an annual basis by a qualified contractor. This certificate will also need to be updated annually.

**Houses in Multiple Occupation (HMO)** I/we understand and agree to the terms of HMOs, if applicable. I/we are aware that an HMO property is defined by the following: an HMO is a building or part of a building (e.g. a flat) in which more than one household shares a basic amenity such as a bathroom, toilet or kitchen. Or which is a converted building that does not entirely comprise of self-contained flats (whether or not there is also a sharing, or lack of, facilities). I/we understand and agree that an HMO property(ies) consists of three or more storeys and is occupied by five or more persons forming one household.

Application forms can be collected from the Council. Livehere cannot let a property that does not have an HMO licence, if applicable. I/we understand that there is a fine of up to £20,000 if a property is not licenced. Livehere will give advice when assessing the liability of an HMO, but ultimately, it is the landlord's responsibility. Livehere will also require a copy of the licence before any tenant(s) is moved into any property(ies). I/we agree to adhere to the regulations of the HMO licence.

**Smoke Alarms** I/we acknowledge that where smoke alarms are installed in the property, I/we shall confirm that they are fully fitted, fully functional, and fitted with batteries by the start day of the lease for the named property.

**Furniture and Furnishings Fire Safety Regulations 1993** All soft furnishings in a property must comply with the furniture and furnishings safety regulations. I/we confirm that there is no furniture in the named property that does not conform to these regulations.

**Energy Performance Certificates (EPC)** As of 1st October 2008, all properties to be let will require an EPC. This will apply to all new lets and re-lets, but not to existing tenancies. The certificate will tell you how energy efficient a property is on a scale of A to G, and about the impact on the environment. EPCs are valid for 10 years. I/we understand and accept that my/our property cannot be advertised or let prior to an EPC being carried out. I/we will ensure that the named property(ies) is certified by an accredited EPC assessor, and will forward the certificate to Livehere.

**Payments** I/we authorise payments from Livehere Ltd to be made directly into the bank account that I/we have nominated. I/we acknowledge that there is no charge for this transaction, however, if bank details should change and/or I/we require payments to be forwarded to a different account I/we are aware this must be put in writing as soon as possible to Livehere. There may also be an admin charge of £25 + VAT prior to the bank detail changes.

If you, the landlord(s), cancel the agreement during the tenancy with the tenant in occupation, then full management fees will be payable until the end of the occupation/lease with that tenant(s). Should the account not be settled when due, therefore falls into arrears, and Livehere instruct a debt collection agency and/or a solicitor to collect the said debt/account, all commissions, legal costs, disbursements, Value Added Tax and all sums that the Livehere solicitor is called upon to pay, in order to collect the said outstanding debt/amount, will be borne by the debtor and/or the party or parties to the conditions of instructions or to pay any contract that Livehere has entered into with the debtor.

For let only properties, we will initially set up standing orders for all tenants, wherever possible, and send these to the appropriate banks. I/we accept that, in the event of future rents not being received by us, the landlord(s), it is not Livehere's responsibility to contact tenants and arrange payment. It is us, the landlord(s) that will have to seek payment.

**Data Protection** I/we as the Landlord(s) accept and agree to Livehere storing information relating to both the property and the landlord(s) on computer. I/we also agree that no contact details will be given out to third parties without permission. I/we hereby confirm that all information we have given is correct, accurate and truthful.

**Property Maintenance** For fully managed properties, Livehere arrange, organise and manage maintenance issues. Wherever possible, Livehere will inform a landlord of maintenance issues and quote on prices to amend, then organise for the work to be carried out. I/we accept that these costs will then be deducted from the next months rent, and will appear on the next statement. If, for some reason, these monies cannot be deducted, I/we will ensure payment with seven days, after an invoice has been received. In extreme circumstances, there may be emergency work that Livehere must carry out and cannot contact the landlord. I/we accept that these situations may arise. If I/we have a list of preferred contractors that I/we would prefer Livehere to use, I/we will provide their details immediately.

For let only properties, all maintenance issues will be direct from tenant(s) to landlord(s). In the event of a let only landlord requiring our assistance, Livehere can organise and prepare quotes for work. If a landlord wishes to proceed, provided we have cleared funds as we do not collect rent, Livehere can organise works to be carried out. Livehere cannot be responsible for repairs or maintenance whilst a property is vacant without prior payment.

**Mediator** Should a dispute arise within a fully managed property between the landlord(s) and the tenant(s), I/we agree to allow Livehere to act as mediator and agree to abide by our judgment

**Fees & Commissions** Fees are due as soon as a tenant signs the tenancy agreement. It is agreed that Livehere will deduct the fees and commission, if applicable, from the rent collected.

**Insurance and Mortgages** I/we will arrange and confirm buildings and contents insurance. I/we will also notify the relevant insurance companies that the property is available for let. You must also notify the insurance company(ies) of tenancy dates. I/we the Landlord(s) confirm that the mortgage lender has been notified of the letting of the named property(ies). Prior permission must be granted. Livehere may want a copy of this authorisation which I/we are willing to produce upon request.

**Deposits** I/we accept that once a deposit is paid Livehere will either transfer the payment to me/us, the Landlord(s), or the Deposit Protection Service on my/our behalf. For let only properties, Livehere can lodge the deposit for you at a charge of £25 + VAT. Otherwise, you, the landlord(s), will have to lodge the deposit yourself in a recognized scheme, within 14 days of receiving the full deposit. For fully managed properties, we will lodge the deposit free of charge. Deductions from the deposit can only be made once a dispute has been logged with the DPS and relevant receipts and proof have been attained. For fully managed properties I/we agree that Livehere will act as mediator in such circumstances.

**Refunding the Deposit** I/we are aware and understand details of the Tenancy Deposit Protection Scheme. From the 6th of April 2007 when a deposit is paid, the landlord(s) or agent must protect it using a government approved tenancy deposit scheme. I/we accept that the deposit is initially paid to the agent, regardless of the service. The tenant(s) will be notified by the relevant holding scheme once the landlord/Livehere has transferred the deposit. I/we accept that the damage deposit can be used for any repairs, replacements, and/or cleaning needed to the property. I/we accept that the deposit cannot be used as rent for the tenant whilst they are still in the property. Once any issues have been resolved, the deposit will be refunded via DPS straight to the tenant(s).

**Applications and Referencing** Subject to signing this contract, Livehere as letting agents of the named property(ies) will efficiently market and advertise your property, including secured advertising space on Livehere's website and in the office. When Livehere have tenants wishing to view your property, we will accompany all viewings with keys provided by yourself, or we will mutually arrange a convenient time and day for you to show the tenants around. Livehere will negotiate with prospective tenants and agree, with your consent, the terms of the rental amount for the named property(ies). Livehere will negotiate any special terms between you the Landlord(s) and the applicant(s). Livehere will take all necessary details form all applicants. We will notify you of any interested parties and secure an application as soon as possible. All applications are subject to references and your acceptance.

- Prepare tenancy agreement
- Collect first month's rent and damage deposit (usually equivalent to one months rent)
- Set up standing orders with the tenant(s) and advise tenant (s) of future rent payments
- Hand over keys to the new tenant(s), or arrange a meeting with the landlord(s) or representative
- Once the tenant has moved in we will forward all remaining monies and documentation relating to the tenancy to the landlord, after deducting our fee

- Monthly statements sent to landlord
- We will organise service of notice and end the tenancy agreement
- Carry out checkout inspections
- Administer any deposit disputes at the end of the tenancy

If necessary, Livehere will instruct and secure a guarantor. Examples of references include: bank/building society, employer, University, and previous landlord(s). Once Livehere and you, the Landlord(s), are satisfied with the references and with the new tenants, Livehere will prepare the assured shorthold tenancy agreement.

**Moving Your Tenant(s)** In All tenants will need to be present for signing the leases on the move in date, unless they are signing prior to this date. Livehere will sign the lease on behalf of the Landlord(s), unless otherwise agreed. I/we agree that once the agreement is signed and Livehere have received the first months rent and deposit in cleared funds, Livehere can release the keys to the new tenant(s). I/we agree to provide Livehere with enough sets of keys for each named tenant, and, if Livehere are managing the property, an additional set to be held in the office. The tenant(s) will be given a copy of the inventory. They have seven days to return it to Livehere with any amendments.

**Giving Notice** I/we acknowledge that tenants must give two months written notice to vacate the property at the end of the fixed tenancy. If Livehere manage the property, this notice must be served to them. If the property is let only, the notice will go direct to the landlord(s). I/we accept that the date of the service of notice must be in line with the tenancy date. I/we accept that if we, the landlord(s), would like possession at the end of the tenancy I/we must also give two months written notice, again in line with the tenancy dates. If the property is fully managed, Livehere will do this on your behalf. I/we understand that taking possession mid-tenancy can only be initiated if there is breach of contract within the tenancy agreement between you, the landlord(s), and the tenant(s). Once Livehere have served notice or have received notice form a tenant, Livehere will then book a checkout inspection on a fully managed property, prior to the date that the tenant(s) is due to leave the property. Livehere will assess any problems and give advice on what the tenants must do in order to leave the property in a satisfactory condition. Livehere will carry out two inspections; the second will be on the day before the tenant(s) leave the property. During these checkout inspections, Livehere will make the tenant(s) aware that the deposit will be returned to them by the DPS, and not you, the landlord, or us the agent. If the lease is not to be renewed, Livehere will re-activate the property as 'to let' and advertise to ensure minimum void periods, once instructed by you, the Landlord(s), in writing. Livehere will also assess the rent at this time and liaise with you, the Landlord(s), of any changes. I/we understand that the refund process will not start until after the final checkout inspection on fully managed properties.

**Renewing the Tenancy** Prior to the end of the fixed term agreement, Livehere will contact the tenant(s) of fully managed properties, and the landlord(s), to discuss their wishes and instructions regarding the renewal of the tenancy. Livehere will then renew the tenancy for another six to twelve months, or book the check out inspections. I/we accept that there will be a renewal charge for this which will be due immediately to Livehere. If a tenant(s) wishes to leave a tenancy early, Livehere maintain a strong policy on this matter. All tenancy agreements are for the full tenancy period - a tenant is responsible for the full rent and all utility bills up to and including the last day of the agreed tenancy. I/we agree with this policy. I/we agree that only in emergencies, if agreed by the landlord(s), and Livehere, a tenant(s) can leave mid-tenancy. The tenant(s) is then liable for the rent until a new tenant(s) moves in. They will also be charged the landlord's administration fee and Livehere's advertising costs, plus VAT.

**Keys and Security** For all managed properties Livehere must retain a copy of the keys throughout the tenancy. These are for Livehere and contractors to use. I/we accept and agree that there must be a set of keys equaling the number of bedrooms for the tenants. If Livehere have to cut keys, I/we accept and agree that the landlord(s) will be charged for this. All burglar alarm details must be received from the landlord(s) at the beginning of the tenancy. I/we accept that the tenant must not change these details unless permission is granted.

**Schedule of Condition and Inventories** The first initial inventory is the Schedule of Condition. For fully managed properties, Livehere will carry out this Schedule of Condition on the landlord's behalf. For all properties, I/we agree that this must be carried out a week or so before a tenant moves into the property. I/we accept that any problems flagged in the inventory must be resolved before the tenant(s) moves in. I/we accept that inventories are essential whether the property is managed or let only.

**Mid-Tenancy Inspections** will be carried out on all fully managed properties on a quarterly basis. This is to record, on behalf of the landlord, the condition of their property. If the property(ies) is managed, I/we agree that Livehere will carry out quarterly inspections. If a let only landlord would like an inventory, Livehere can do this for you at an additional cost. An inspection report will be carried out at each inspection visit. A letter will then be sent to the landlord(s) and the tenant(s) confirming details of the report. I/we accept that any problems noted will need to be resolved immediately.

**Marketing** I/we give permission to advertise the property(ies) on Livehere's website, in the office and in relevant magazines and newspapers. I/we authorise for a free 'to let' board to be erected at the property(ies). I/we accept that Livehere are not liable for any damage that may be caused to a property by a 'to let' board.

**Tax** I/we understand that rental income is subject to tax. I/we understand that the Inland Revenue must be notified that I/we are letting the property(ies). I/we agree that if I/we require more information regarding this I/we will seek independent legal advice through a solicitor and/or accountant. I/we agree that Livehere cannot be responsible for non-compliance relating to tax and the Inland Revenue.

**Overseas Landlords** I/we understand that it is the landlord's responsibility to notify the Inland Revenue and obtain a tax approval number once the property is marketed for let. I/we agree that if I/we require more information regarding this I/we will seek independent legal advice through a solicitor and/or accountant. I/we agree that Livehere cannot be responsible for non-compliance relating to tax and the Inland Revenue.

**Rent arrears and Eviction** If a tenant breaches their tenancy agreement, I/we understand the process of eviction. For fully managed properties Livehere will begin the eviction process on the landlord's behalf. I/we accept that unpaid rent cannot be taken out of the deposit during the tenancy period. For let only properties I/we accept and agree that it is our own responsibility to take the appropriate action to recover any outstanding rent from the tenant during or after the tenancy. I/we agree that in the event of unpaid rent on fully managed properties, Livehere will first send a text message to the tenant(s) notifying them that no rent has been received. If Livehere have no reply to this text message, Livehere will call the tenant(s). If there is no response from this, Livehere will send a letter to the tenant(s) formally demanding urgent payment. I/we understand this will be carried out if necessary over a two week period. I/we are aware that once the letter has been sent to the tenant(s) they have 24 hours to respond before the eviction process and legal proceedings will take place. For fully managed properties, if a tenant buys the property whilst still living at the property, I/we accept the fee of 1% plus VAT of the selling price. This shall be due upon request by Livehere to you and paid to Livehere once completion monies are received. In the event of our fees not being met within 28 days, I/we accept that interest shall be added to owed amounts on a day to day basis. I/we accept that Livehere can deduct their fees, reasonable expenses and costs incurred by acting as Letting Agent before the tenancy commences, from the rent received. Duplicate statements of accounts can be provided at an extra cost of £5.00 plus VAT each.

The terms and conditions of this agreement shall be governed by and interpreted in accordance with the law of England and Wales. Upon signing this agreement I/we accept and agree to abide by my/our obligations as a landlord in respect to the standards required by Livehere. I/we confirm that all information I/we have provided to Livehere is correct to the best of my/our knowledge and belief. I/we accept the above mentioned terms and conditions, and I/we instruct Livehere to act on my/our behalf for the purpose of letting my/our property(ies).