

# ALBURY & HALL

## RESIDENTIAL PROPERTY LETTINGS

STANDARD TERMS AND CONDITIONS OF BUSINESS

### CONTACT DETAILS:

01202 80 55 55

[www.alburyandhall.co.uk](http://www.alburyandhall.co.uk)

[lettings@alburyandhall.co.uk](mailto:lettings@alburyandhall.co.uk)

### OUR OFFICE

32 Haven Road, Canford Cliffs, BH13 7LP

### Opening Hours

Monday – Friday:

9am – 5.30pm

Saturday:

9am – 1pm

Registered Company Number: 12113288

Registered VAT Number:

**Property & Marketing Details**

(Please tick your chosen option)

Address to be Let			
Marketing Price		Pets considered? <input type="checkbox"/>	DSS? <input type="checkbox"/>
			'To let' Board? <input type="checkbox"/>
Additional terms/ comments			
Landlord account details	Account number	Sort code	Bank / building society
			Account name

**Landlord Details & Agreement to Proceed**

I /We hereby acknowledge and agree to these terms, have had the opportunity to ask questions and wish to proceed.

**First Owner**

Name	Title	First Name	Last Name
Address			
Email			
Phone			
Signed		Date	

**Second Owner**

Name	Title	First Name	Last Name
Address	Leave blank if same as above		
Email			
Phone			
Signed		Date	

For company owned properties, the Company Details should be entered in the first owner section, with the Primary Contact details in the second owner section.

**Additional Comments**

Large empty text area for additional comments.

**Landlord documentation**

Upon signing this document, we ask that all registered owners provide a copy of:

- Identification
- Proof of home address (dated within the last six months)
- Proof of ownership, in the form of a solicitor letter, mortgage statement or title deed

If you are not a UK resident for tax purposes, please provide your NRL approval number

Service level and fee's		
<b>Full management service</b>	12% (14.4% Inc. VAT) of the rent payable	<input type="checkbox"/>
<b>Tenant find only service</b> (subject to a minimum fee of £700) Please note, tenant find only fee is payable in advance from the first months rent	70% of the first months rent + VAT	<input type="checkbox"/>
<b>Administration fee</b>	£220 + VAT (£264 Inc. VAT)	
<b>Renewal fee</b>	£120 + VAT (£144 Inc. VAT)	

Service level comparison	Tenant find only	Full management
Providing a rental valuation and advising as necessary	✓	✓
Preparation of, and active property marketing	✓	✓
Tenant referencing	✓	✓
Preparing a suitable tenancy agreement	✓	✓
Preparing pre tenancy documents including a Right to Rent check	✓	✓
Organising pre tenancy works (at Landlords expense) such as cleaning, fixed wiring test, gas certificate etc.	✓	✓
Organising an inventory and schedule of condition report at Landlords expense	✓	✓
Check in service including fire alarm & CO2 alarm check		✓
Preparing renewals subject to a renewal fee		✓
Management of routine maintenance and repairs		✓
Mid term property inspections via inventory company at landlords expense		✓
Payment of maintenance related invoices on your behalf		✓
Property refurbishment advice		✓
Manage annual and periodic safety inspections / certificates		✓
Negotiating regarding potential claims to deposits		✓
Providing monthly landlord statements		✓
Liaising and processing of deposit dispute resolutions		✓

## Pre tenancy works

Please tick the below services you wish for Albury and Hall Lettings to undertake on your behalf prior to the start of your new tenancy.

### Inventory report and schedule of condition

Albury and Hall to arrange inventory & interim inspections:

Bedrooms	Move in Inventory
HMO	£60
0-2 beds	£120
3 – 4 beds	£160
4+ beds	£200

Landlord to book or no inventory:

We advise arranging an inventory as without one, we do not have the necessary evidence should we come to a deposit dispute at the end of the tenancy and the arbitration will most likely deliver in the tenants favour.

### Gas safety certification

Albury and Hall to arrange GSC:

Landlord to provide satisfactory GSC (prior to the start of the tenancy):

Or

I confirm that this property does not have a gas supply and / or any gas appliances:

### PAT test certification

Albury and Hall to arrange PAT:

Landlord to arrange PAT:

Or

Please tick if you do not wish for a PAT certificate and that you as landlords accept full responsibility that your property and items included comply with all electrical regulations:

### Fixed wiring test

Albury and Hall to arrange FWT:

Landlord to arrange FWT (prior to the start of the tenancy):

### Property cleaning

Albury and Hall to arrange a professional clean subject to a quoted charge:

Landlord to make sure property is cleaned to a professional standard prior to the tenancy start date:

### Smoke / fire alarms and Co2 alarms

All properties are required to have working & tested smoke alarms on each floor of living accommodation. Any room with a solid fuel burning appliance is to have a fixed, working Co2 alarm.

Albury and Hall to fit:

Landlord to fit (prior to the start of the tenancy):

### EPC

The minimum energy efficiency standards regulations mean that all properties unless otherwise stated, require an EPC with a minimum rating of D.

Albury and Hall will check the EPC register prior to marketing however, if there isn't an EPC in place –

Albury and Hall to arrange EPC:

Landlord to arrange EPC (prior to marketing):

EPC already in place:

### Confirmation and payment

Please note, the above invoices may need to be paid in advance and may be sent directly to landlords for direct payment. I confirm that I agree to the above indemnities and the proposed payment of works required for the start of the tenancy:

Signed  Date

Signed  Date

### Lettings Commission

This represents our fee for introducing a tenant with the specific service level you have chosen for the letting of your property. All fees are subject to the addition of Value Added Tax (VAT), at the prevailing rate. Fees will become payable on the commencement of a tenancy.

It is hereby agreed that The Agent may deduct from rental income received all fees, commissions, charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.

Any commissions or interest earned by The Agent during the letting or management of the property will be retained by The Agent.

### Marketing Expenses

Albury & Hall may use various external companies in the production of brochures, floor plans, professional photography and virtual tours. Adverts can also be placed in a number of publications (subject to the clients' permission) with a view to increasing the exposure of your property. Any marketing expenses that you are required to pay will be confirmed in writing once we have agreed terms. Albury & Hall require our clients to put us in funds in respect of costs that we have committed to on their behalf.

### Legislation

Albury and Hall will advise on and ensure compliance with the Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance and keeping of records in respect of gas appliances in tenanted premises, advise on and ensure compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire-resistant standards of specified items supplied, advise on and ensure compliance with the Electrical Equipment (Safety) Regulations 1994, The Electrical Safety Standards in the Private Rented Sector Regulations 2020 and other relevant legislation with regard to the condition and safety of electrical equipment and appliances in tenanted premises, advise on and ensure compliance with the Disability Discrimination Act 2005 with regards to the property and advise on and ensure compliance with the Housing Health and Safety Rating System (HHSRS) regard to the property.

The Agent's service does not include ensuring the the Owner's compliance with Legionella's Disease or Asbestos Risk Assessments or reviews. The Agent advises The Owner to obtain an up to date Legionella Risk Assessment and an Asbestos Risk Assessment. The Agent accepts no responsibility for any loss or liability howsoever arising, as a result of The Owner's failure to obtain up to date risk assessments or reviews  
The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.

### Property management

We will organise any repairs, maintenance or replacements to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an estimated cost of £250 (or such other amount as shall be agreed in writing) for any one item or job, The Owner being responsible for the cost involved. Where the estimated cost exceeds £250, notifying The Owner or their nominated representative in order to obtain The Owner's specific authority to instruct the works. The Agent will have authority to arrange any emergency works required; namely works required immediately to make the property safe, secure or watertight, when they are unable to obtain specific authority from the landlord.

We will take appropriate initial action in the event of rent arrears or any other breach of condition of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.

The Agent will not accept responsibility for frost or cold weather damage to water systems or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements be made with a third party to protect water systems from cold weather.

### Renewals

Liaising with the tenant on a routine basis, arranging renewals of the agreement if requested by the landlord or tenant, completing check outs, re-advertising and re-letting to new tenants as appropriate.

### Insurance

The Owner must ensure that adequate cover exists under both building and contents insurance, and inform the insurers that the property is to be let.

The Agent's Service does not include supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting. The Owner must ensure that they comply with any requirements of their insurance policy during the period in which any property is unoccupied.

### Non Resident Landlord

Where The Owner is resident in the UK, income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental income received and forward the same to the Inland Revenue.

### Board Legislation

The Town & Country Planning Regulations permit the display of only one 'To Let' board. If an Albury & Hall board is present at the property, please advise us, prior to allowing any other agents to adjoin or replace our board. Should our board go missing; Albury & Hall reserve the rights to charge you, the client for its replacement.

### Energy Performance Certificate (EPC)

There is now a legal requirement that all homes cannot be marketed to let without an Energy Performance Certificate (EPC), with a rating of D or better. By signing these Terms and Conditions of Business you are providing Albury & Hall with authority to arrange for an Energy Performance Certificate should one have not already been organised.

### Money Laundering Regulations 2003 and Proceeds of Crime Act 2002

We are required to identify all new clients regardless of any previous dealings and to secure such evidence of identity by way of the following means. One document incorporating a photograph is required to prove identity. One additional document is required for proof of address. We therefore require sight of the original and a photocopy of the following:

Current signed Passport, OR  
Current UK Photo Driving Licence  
Plus Recent Utility Bill (no older than 3 months)

If the property is registered in the name of a company then we require the following:

A copy of the Certificate of Incorporation of the company  
Evidence of the registered and trading address

### Identity Requirements

Albury & Hall are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent in accordance with the attached letter which explains our obligations under the Money Laundering Regulations 2003 and Proceeds of Crime Act 2002. Albury & Hall will not be liable for any loss, damage or delay arising from their compliance with any statutory or regulatory requirement.

### Liability

Albury & Hall shall not accept liability for any indirect or consequential loss (such as loss of profits).

Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent shall not under any circumstances be liable for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting there from. Insurance policies are recommended to cover such risks.

### Agreement

This Agreement is made between the Owner/s of the property, hereinafter called "The Owner" and The Agent and hereinafter called "The Agent", as respectively named on the first page of this agreement. All monies, including rent, will be processed by Albury & Hall (Westbourne) Limited, whose registered address is 186b Lower Blandford Road, Broadstone, Dorset BH18 8DP.

This Agreement will remain in force until terminated by service of one months' notice by one party on the other.

# ABOUT US

With the opening of the Canford Cliffs office, Albury & Hall are the only family owned, independent estate agent that cover all sides of the harbour. What sets Albury & Hall apart is its independence without the constraints of corporate templates for its marketing.

The ethics of the company can be summed up by all of its team having a desire to give customer service. There will be no complacency: every listing will be detailed and comprehensive, every viewing followed up and analysed, every valuation fully evidenced, every phone call returned. We go that extra mile for every vendor, every viewer, every landlord and every tenant.

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## EXCEPTIONAL SERVICE



The team members together have a wealth of experience in all property aspects:

- Key understanding of what buyers want to know about properties
  - Unique understanding of internet advertising
  - Assessment of development potential
  - Fully informed about letting legislation
- Intimate understanding of 2nd home/holiday home tax advantages

# Marketing

- Professional quality photographs
  - Floorplan
  - Rightmove and Zoopla
  - Extensive database of applicants
- Pre qualified tenants to match your criteria
- Property brochure unlike many lettings agencies
- Extensive tenant referencing with every landlord having the chance to approve



Amy Cottage  
Main Road  
West Lulworth  
BH20 5RL

£1600PCM

Beautifully renovated four bedroom cottage located near to Durdle Door & Lulworth Cove

**ALBURY & HALL**



£1,600 pcm  
£369 pw

## 4 bedroom detached house

Main Road, West Lulworth

Amy Cottage is a beautiful property in West Lulworth, recently refurbished to a high standard with a raised garden and terrace which looks over the rolling countryside. We understand that

**LET AGREED**

Added on 19/06/2020 by Albury & Hall Ltd, Bournemouth



01202 066456  
Local call rate



Email agent

*Independent, Family Run Estate Agent Which You Can Trust....*

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**SWANAGE**

24 Station Road, Swanage,  
Dorset, BH19 1AF

**WAREHAM**

10 North Street, Wareham,  
BH4 9BA

**WESTBOURNE**

47 Poole Road, Westbourne,  
Dorset, BH4 9BA