



# D.O Property Management

## Terms of Business Agreement

Relating To : .....

## Agreement for Property Management

Date : ..... Our Ref : .....

THIS AGREEMENT IS MADE BETWEEN

**Mr. / Mrs. :**

.....

Address: .....

Telephone: ..... Email: .....

("The Landlord" as stated in the Landlord Information Sheet)

AND

### **D.O Property Management**

Address : 29 Benyon Court, Bath Road, Reading, RG1 6HR

Telephone: Mobile 07824 331993 / Office 0118 967 4043

Email: [dara@dopropertymangement.com](mailto:dara@dopropertymangement.com)

("The Property Management")

AND IS MADE IN RELATION TO PREMISES AT

.....

("The Premises")

**The Premises are let / to be let on a Let-Only basis by the following Estate Agent :**

Name: .....

Address: .....

Contact Name: .....

Telephone: ..... Email: .....

## **1. Pre-Agreement Responsibilities**

1.1. Before signing of this agreement, we will visit the premises to view and get familiar with the It.

1.2. We must be satisfied that your responsibilities as landlord are observed and the premises are clean and the garden, if any, in good order . We must make sure all items, gas & other appliances and electrical goods are in working condition, compliant with all laws, with clear instructions for use and checked for safety.

## **2. Inventory and Schedule of Conditions**

2.1. It is assumed that you have an inventory detailing the contents and the condition of the premises. If you don't have an inventory, it is highly recommended to have one, as it also states (where applicable) that all furnishing, electrical equipment and other contents comply with current legislations.

2.2. We accept no liability for any loss that you suffer in connection with accuracy or otherwise of any Inventory or if an inventory is absent.

## **3. Our Management Services**

3.1. By signing this Agreement you give us authority for managing any maintenance issues and repairs according to your instruction and to organize (and where necessary supervise) minor and routine works to comply with your tenancy obligations and also liaise with your ■ building management/freeholder companies if and when required.

3.2. Reference is made to your Let-Only Tenancy Contract compiled by your letting Estate Agent in relation to the premises, setting out the rights and obligations of both you and your tenant. Please provide us with a copy so that we can follow and implement both side's obligations as set out in your Tenancy Contract (where and when necessary).

3.3. We make sure that your obligations and those of your tenants, set out in your Tenancy Contract, are observed and implemented quickly, efficiently and to a high standard, using vetted, tested and highly-skilled local tradespeople at competitive rates, including to arrange end-of-tenancy professional cleaning. If you require us to use your own tradespeople, please provide us with their details.

3.4. We will make every effort to arrange a mutually convenient time for contractors attending the premises to undertake work on your behalf, and to meet the tenants at the premises. Where this is not possible we may be able to arrange to meet the contractor/s ourselves. Where necessary we will also organize deliveries of new appliances or furniture.

3.5. Acting on your behalf, we will notify the electricity, gas, water, council and other utility suppliers when tenants are checked in or out and organize transferring the accounts to relevant names. We are not responsible for any charges by utility providers or the local authority in relation to the premises.

3.6. Checking tenants in or out for up to two-bedroom premises is free of charge.

3.7. Acting on your behalf, we can deal with insurance queries /claims and obtain quotes for works. We can also deal with other manufacturers/suppliers whose products/appliances are in the premises and still under guarantee.

3.8. We will provide you with monthly statements, which will identify any activities during the period.

#### **4. Fees, Charges and Expenses**

4.1. By signing this Agreement you agree to pay us. ....% of the monthly rent as stated in your Tenancy Contract. First payment is due on ..... and thereafter on the ..... of every month, for the management and services we provide. This can be paid monthly or lump sum for a period of this Agreement by standing order or bank transfer.

4.2. You are liable to pay invoices for any maintenance or other works carried out and instructed by you, either directly to the trades people or through us. If we pay the trades people on your behalf, you will be liable to reimburse us within 30 days from the date it is requested.

4.3. We reserve the right to charge an administration fee, for certain appointed contractors where applicable.

4.5. Where we need to supervise the repairs or works, a supervision charge may be applicable (to be agreed).

4.6. If we do not receive payments or charges in full by the due date, we may charge interest to you on the overdue payments at the rate of 4% a year above the BoE base rate. This interest shall accrue on a daily basis from the due date of actual payment.

#### **5. Additional notes regarding fees, charges**

5.1. We request an advance payment of £200 on account, facilitating us to carry out the minor and routine repairs and works which are urgent to comply with your obligations, as and when you authorize us to do so.

5.2. We will only carry out these works and repairs if we have sufficient funds on your behalf to cover the likely costs.

5.3. If we believe the cost of repairs or works are likely to exceed £200 we will try to contact you to obtain your specific written authority to carry out the repairs or works. However if we consider that the situation is an emergency, we will authorize the repairs and works on your behalf.

5.4. Also if we do not receive contrary instructions from you within 72 hours from the date on which we attempted to contact you, we will use our discretion as to whether to arrange for the works to be done having regard to your contractual and statutory obligations.

5.5. We will charge and invoice you reasonable expenses and costs incurred for acting on your behalf during your tenancy period, but will provide you with an estimate of charges in advance.

5.6. We will not be liable for any losses that you incur as a result of, or in connection with, our decision not to carry out repairs or works where:

- we do not have enough funds on your behalf to cover the likely cost.
- we do not receive your instruction in a timely fashion.

## **6. Access**

6. 1. You may either provide us with keys to facilitate access to the premises or we can arrange a mutually convenient time with you and/or the occupant.

## **7. Correspondence**

7.1. All correspondence or notices to you will be sent either by email or post to the address you provided in the Landlord/Tenant Information Sheet.

7.2. All correspondence or notices to us must be sent by email or post to the address as shown at the beginning of this Agreement.

7.3. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting any letter.

7.5. As proof of the service of any correspondence or notices, letters must be properly addressed, stamped and placed in the post and emails should be sent to the specified e-mail address.

## **8. Indemnity**

8.1. You will keep us fully indemnified against all liabilities, costs, expenses, damages and losses incurred during your tenancy period. This includes all penalties, legal and other professional costs and expenses suffered or incurred by us arising out of, or in connection with, acting on your behalf unless they are due to our negligence or breach of Agreement.

## **9. Incorrect Information**

9.1. You warrant that all the information you have provided to us is correct to the best of your knowledge and belief. In the event that you provide incorrect information to us, which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.

## **10. Period of this Agreement**

10.1. This Agreement is effective from the date of signing our Terms of Business to the end of your tenancy contract complied by your Estate Agent.

## **11. Renewal of this Agreement**

11.1. Towards the end of this Agreement we will contact you to see if you wish the Agreement to be renewed and to agree on any new terms. You must inform us in writing whether you want the Agreement to be renewed or not.

11.2. We will also look after your property during vacant times if requested at no extra charge for up to one month or until it is let again, whichever is the shorter?

## **12. Our Visits to the Premises**

12.1. During this Agreement we will carry out visits to the premises approximately every three months and send you a written report on its condition including any recommendations.

12.2. This will not include supervision of the premises when vacant beyond our one month free supervision.

12.3. If you instruct us in writing we can arrange for additional scheduled visits including during a vacant period (over and above one month) for which there will be an additional charge (to be agreed).

12.4. Our visits and reports are only intended to identify obvious breaches of tenancy and visual defects; they will not involve any further investigation or testing.

By signing this Agreement you confirm that you are the lawful owner of the premises, or are otherwise lawfully entitled to enter into this Agreement. In the event of any dispute, English law will prevail.

Landlord : ..... Date : .....

D.O Property Management : ..... Date : .....

**Additional Services Provided upon Request.**

- Inventory preparation including updating and re-typing. The cost will vary for a furnished or unfurnished property and depend on the size of the property.
- Energy Performance Certificate.
- Gas Safety Certificate.
- Professional cleaning. The cost will vary for a furnished or unfurnished property and depend on the size of the property.
- Organizing extra keys/entry fobs.
- Arranging the fitting of any smoke alarms/CO<sub>2</sub> detectors.
- Provision and delivery/collection of temporary heaters to and from the property when required.
- Additional property visits, inspections and care taking (fee to be agreed).
- Checking tenants in/out for more than two-bedroom properties (fee to be agreed).

**Administration Fee**

You are liable to pay directly or through us suppliers of above services. However, we reserve the right to charge an administration fee for organizing these services and additional works mentioned (fee to be agreed).

## **Other Services We Can Provide to Landlords**

### **Buying and Letting**

- Assisting and advising on the purchase of a locally suitable investment property based on your budget by liaising with Estate Agents of your choice or recommended by us.
- Introducing local competent solicitors for conveyancing, and following up the procedure until completion and handing of the key.
- Assisting and advising you to let your property to the right tenant by liaising with letting Estate Agents.
- Managing and maintaining your property as stated in our Terms of Business Agreement.

### **Interior Refurbishment/Decoration**

- . We can engage with all aspects of property enhancement and refurbishment while it is unoccupied, making arrangements for repairs to the property or its fixtures, fittings or equipment, including purchasing or replacing appliances, furniture and complete redesign of the property internally.
- . Interior decoration and refurbishment not only adds value to your property, but you can achieve a much higher rate of rent and a much quicker let.
- . We have records of having offered this service to some clients who as a result have achieved letting their property much more quickly and at a higher asking price.
- . Documents and pictures are available in supporting our claims.

### **Accounting**

- . We can keep accounts of your costs and income regarding your rental property and prepare an annual statement for each tax year to be submitted to your tax advisor.
- . We can also recommend a very reliable and competent local tax advisor for your tax returns if you need one.

### **Our Fees for the Above**

Our fees for providing the above services are not included in our Terms of Business Agreement. These extra services we can provide can be explained, discussed and elaborated upon should you wish us to do so.

Our fees/charges for the above services will be quoted separately, depending on the level of services required.