



Agency Agreement

Please read this document thoroughly

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|---|
| Name: (the owner/authorised person) |
| Address of Property being Let: |
| Postcode: |
| Target Rent: |

| Services: | | Cost | Inc vat |
|---|-----|------|---------|
| Tenant Finders Fee | | | |
| DPS Transfer Fee For Non Managed Option (included in Managed) | Y/N | | |
| Inventory with free Check Out | | | |
| Bronze – rent collection | % | | |
| Gold - Fully Managed | % | | |
| Energy Performance Certificate (10year) service. arranged by Orange | Y/N | | |
| Gas Certificate service (annual) service. Arranged by Orange | Y/N | | |
| Key Cutting Service Charge £10.00 Plus Keys Cost | Y/N | | |
| Other | Y/N | | |

| Running Costs: | | |
|--|--|--|
| Renewals - When a fixed term tenancy comes to an end it automatically becomes periodic however we recommend opting for a further fixed term, please ask us for further information. The charge is nominal in comparison to the landlords potential saving | | |
| Rent Guarantee - In most cases we pay for the initial set up of rent guarantee and legal cover for the first 6 months. There will be a renewal premium due by you. There are different levels you can choose dependant on your attitude to risk. Ask for more info on better products. | | |

| | | | |
|----------------------------|--|----------------------------|--|
| Landlord Signature: | | Landlord Signature: | |
| Print Name: | | Print Name: | |
| Date: | | Date: | |

one signature will confirm authorisation for all parties. I/we confirm we agree with fees and terms and conditions as overleaf.
I agree to the terms within this contract and as stated on the terms and conditions set out on www.orangeproperty-services.co.uk

Agency Agreement

I/We hereby appoint **Orange Property Services Uk Ltd** (Orange) to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of:

Address:

Post code:

Orange Property Services Uk Ltd are hereby granted Letting Rights until cancelled in writing, the landlord having given fourteen days' notice.

Letting Board Orange will display a board for marketing purposes outside your property in accordance with town and country planning regulations. We will not be responsible for any damage caused.

Holding Deposit A holding fee is taken from the tenant to hold the property, if the tenant decides not to take the property the fee will be retained by Orange to cover the costs of administration already undertaken.

Once a tenant has paid a holding fee and the landlord has been advised Orange will send the landlord confirmation by email or post, the landlord shall not appoint any other agents or take any other holding fees for the said property after this time. The landlord will be liable to pay the tenants costs if they let the property through any other source after this time. This contract will remain in place until the landlord gives Orange Property Services Uk Ltd written notice to terminate this agreement and letting agency rights over the property.

Fees and Commissions I/we agree to pay Orange Property Services Uk Ltd the fees as set out in the fee agreement.

Cancellation Charge In the event that this agreement is cancelled by the landlord, during the period of a tenancy then the charge will be equal to the greater of either:

- a. The total sum equal to 6 months management fee.
- b. One month's rent whichever is greater.
- c. If the tenant has vacated the landlord is required to give us notice as set in this agreement of 14 days.

Property Maintenance I/We authorise **Orange Property Services Uk Ltd** to arrange for any works/repairs that consider to be of an urgent nature (to an amount equivalent to three months' rent). I/we also agree to the invoices in relation to such work being deducted from the rent monies collected. Where no such funds are held by **Orange Property Services Uk Ltd**, I/We hereby agree to pay any invoices within seven days. **Orange Property Services Uk Ltd** hereby agree to seek prior authorisation, wherever practical. Orange Property Services Uk Ltd will not be held responsible for the work carried out by any contractor. The landlord hereby acknowledges that **Orange Property Services Uk Ltd** is unable to accept responsibility to arrange for any works/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting, without prior arrangement with the landlord. Any works/repairs or inspections carried out to said unoccupied properties may be subject to further charges.

With all managed properties we have a set 7 day rule for repairs if a landlord wants to use his own contractor. After this 7 days if the repair has not progressed we will book in our own contractor to expedite the repair. This is for your own protection as we have seen a rise in disrepair claims from tenants. As managing agents we are held responsible. You agree that if any disrepair claims are made that you will bear all financial consequences of such a claim. It is far safer to allow us to manage this aspect as we also keep records of activity as evidence should a claim arise.

Fees & Commissions Fees are due and payable immediately on a tenant entering into a tenancy agreement with the Landlord. It is agreed that **Orange Property Services Uk Ltd** will deduct such fees due from rent monies collected. In the event of a local authority demanding repayment whether in part or in full of housing benefit from **Orange Property Services Uk Ltd** and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the Landlord) shall be responsible for refunding all monies to the agent without any deductions whatsoever and immediately. Should the property at any time be sold to the tenant introduced by Orange Property Services Uk Ltd the Landlord will be liable to a charge of 2% plus vat of the sale price.

Sole Agency/Sole Letting Rights Orange Property Services Uk Ltd will be the sole Letting Agents from the date the tenancy begins with the first tenant for the period a set in the tenancy agreement and thereafter until terminated in writing, by either party, giving 14 days notice. Should the property be let during the sole agency period, all fees will be payable to **Orange Property Services Uk Ltd** irrespective of the introducer. During the period of Sole agency rights the Landlord will not instruct any other agent to let the property without giving written notice as stated. If a tenant introduced by orange subsequently is found to have let the property privately or through another agent all fees as set will be charged to the landlord. Orange Property Services Uk Ltd will not be held responsible for any breach of tenancy agreement.

Data Protection The landlord agrees to Orange Property Services Uk Ltd holding their data and the tenants on files and computer systems.

Rent Payments Rent payments can be delayed or many reason including administration, late payments and public holidays. We therefore recommend that you have enough reserve in your account to meet your regular commitments as we cannot be held responsible for any charges.

Authorisation Orange Property Services Uk Ltd are authorised to sign documents relating to the tenancy on the landlords behalf.

Utilities The landlord must provide utility company details, Orange Property Services Uk Ltd will do their best to advise suppliers with details of tenant changes and meter readings however will not be held responsible for this. Access has to be provided to Orange Property Services Uk Ltd and location of all meters or this action will not be performed or be the responsibility of the agent.

VAT Orange Property Services Uk Ltd are registered to collect VAT reg no. 6199883

Fees All fees are set on the fee agreement and are subject to change at any time.

Inventories and Check Outs Orange Property Services Uk Ltd will perform all inventories and check outs on managed properties. If Orange do not perform either of these they will not be held responsible for any deposit disputes or arbitration.

Insurance The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings, and contents if applicable, and that the insurer is aware that the property is available for letting. The insurance company must also be notified of the date of occupancy. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

Orange will take out Rent Guarantee and legal cover on all managed properties and charge this to the landlord. We will automatically renew this cover without consent as it is a condition of our terms to have this cover unless otherwise agreed.

Residence/Domicile In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the **Finance Act 1995**, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with **Orange Property Services Uk Ltd**.

Mortgage I/We, (the landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender **and that I/We have a copy of this authorisation which I/We am/are willing to produce on request for the letting of the property.**

Deposits Deposits taken from tenant by **Orange Property Services Uk Ltd** will not be passed to the landlord without proof of a recognised deposit protection scheme. The landlord agrees that once the deposit has been passed over it will be sent to the deposit protection scheme within 7 days of receipt. If the landlord fails to do this he agrees to pay any penalties charged to Orange Property Services Uk Ltd that relate to that tenant and that deposit. The scheme chosen will act as arbitrators. Deductions can only be made from this deposit once a claim against it has been substantiated by **the scheme and not the agents** and, where appropriate, valid receipts have been obtained. **Disputes arising as a result of a claim against deposit money held are subject to the arbitration as outlined by law.**

Bank Details The client's money, obtained as rent is held in a client account and No interest will be paid on money held within this account whether the accounts are interest-bearing or not.

Legal Requirements It is illegal to let the property until we have been issued with current safety records:

a) Gas Safety (Installation & Use) Regulations 1994. I/We accept that gas appliances and installations must be checked and found to be safe by a Gas Safe registered engineer annually. I/We undertake to ensure that the above mentioned property is inspected in accordance with the aforementioned regulations annually. ***If you require Orange Property Services Uk Ltd to have the safety check carried out on your behalf, prior to a tenant's occupation, the fee is required to be paid in advance and a service charge is applied.***

Electrical Equipment (Safety) Regulations 1995. I/We hereby certify that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations. I/We acknowledge that the appliances must be checked on an annual basis and agree to ensure a suitably qualified contractor is instructed to do so annually. *Before a formal lease can be signed, a certificate must be issued by a qualified contractor initially and annually thereafter. If you require Orange Property Services Uk Ltd to have the safety check carried out on your behalf, prior to a tenant's occupation, the fee is required to be paid in advance.*

Smoke Alarms I/We hereby acknowledge that, where smoke alarms are installed at a property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries (unless hard-wired) before a new tenant moves into the above mentioned property.

Furniture and Furnishings (Fire) (Safety) Regulations 1993 All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements that came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.

The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. I/We except that Orange Property Services Uk Ltd have the right to have mandatory work and / or inspections undertaken at the property if I/We fail to comply with any act of legislation affecting my property. I/We hereby agree that this does not make Orange Property Services Uk Ltd responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation. Any penalties charged will be to the landlord and not the agent.

Data Protection The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord on computer.

Definition Landlord The person who, by signature hereunder, instructs **Orange Property Services Uk Ltd** to act as Letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

***All charges may be subject to change given a minimum 30 days notice**

If you require a more in-depth understanding any of the terms or conditions, we strongly recommend that you seek the advice of a solicitor or Citizens Advice Bureau before signing.

I/We have read and understood the Terms and Conditions stated herein and duly name **Orange Property Services Uk Ltd** as Letting Agents as signed on front page.