

Click-let

Property management made simple

SHORT-TERM LET PAPERWORK



Your details

name	<input type="text"/>	address	<input type="text"/>
email	<input type="text"/>		<input type="text"/>
mobile	<input type="text"/>		<input type="text"/>
home	<input type="text"/>		<input type="text"/>
work	<input type="text"/>	postcode	<input type="text"/>
twitter	<input type="text"/>	d.o.b.	<input type="text"/>

Bank details

bank	<input type="text"/>
a/c name	<input type="text"/>
sort code	<input type="text"/>
a/c no.	<input type="text"/>

Insurance

buildings	<input type="text"/>
policy no.	<input type="text"/>
contents	<input type="text"/>
policy no.	<input type="text"/>

Property details

address	<input type="text"/>	period of let	<input type="text"/>
	<input type="text"/>	car space no.	<input type="text"/>
	<input type="text"/>	door code	<input type="text"/>
postcode	<input type="text"/>	keys supplied	<input type="text"/>

level in stair	<input type="text"/>	alarm code	<input type="text"/>
gas supplier	<input type="text"/>	broadband supplier	<input type="text"/>
electric supplier	<input type="text"/>	wifi code	<input type="text"/>
type of heating	<input type="text"/>	location of key safe	<input type="text"/>

no. dble beds	<input type="text"/>	stair cleaning details	<input type="text"/>
no. sgle beds	<input type="text"/>	garden maintenance	<input type="text"/>
stopcock location	<input type="text"/>	bin location/day	<input type="text"/>

please tick where appropriate

traditional build <input type="checkbox"/>	kitchen <input type="checkbox"/>	open views <input type="checkbox"/>	fridge freezer <input type="checkbox"/>
modern build <input type="checkbox"/>	kitchen/dining <input type="checkbox"/>	travel cot <input type="checkbox"/>	fridge <input type="checkbox"/>
house <input type="checkbox"/>	dining room <input type="checkbox"/>	high chair <input type="checkbox"/>	freezer <input type="checkbox"/>
flat <input type="checkbox"/>	kitchen/lounge <input type="checkbox"/>	key safe <input type="checkbox"/>	dishwasher <input type="checkbox"/>
private garden <input type="checkbox"/>	lounge <input type="checkbox"/>	open fireplace <input type="checkbox"/>	electric hob <input type="checkbox"/>
access to garden <input type="checkbox"/>	bathroom <input type="checkbox"/>	sky tv <input type="checkbox"/>	gas hob <input type="checkbox"/>
private parking <input type="checkbox"/>	boxroom <input type="checkbox"/>	virgin media <input type="checkbox"/>	electric oven <input type="checkbox"/>
permit parking <input type="checkbox"/>	ensuite <input type="checkbox"/>	freeview <input type="checkbox"/>	washing mach. <input type="checkbox"/>
free street parking <input type="checkbox"/>	seperate wc <input type="checkbox"/>	dvds & player <input type="checkbox"/>	washer dryer <input type="checkbox"/>

Pre-letting preparations

	Landlord supplied	Click-let to arrange	N/A
property inventory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
property cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
window cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
gas safety certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
electrical safety certificate (PAT)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
electrical installation condition report (EICR)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
additional key cutting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
smoke alarm installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
carbon monoxide dectector installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
fire blanket installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
key safe box installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
broadband installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Details of warranties, service contracts, preferred contractors, block factors:

Special maintenance instructions:

Type of guest considered

corporate lets	<input type="checkbox"/>	short-term breaks	<input type="checkbox"/>	stag & hen parties	<input type="checkbox"/>
family lets	<input type="checkbox"/>	with pets	<input type="checkbox"/>		<input type="checkbox"/>

Click-let research

where did you hear about us?

1. DEFINITIONS

In this Agreement the following definitions and interpretations apply:

- 1.1 “The Landlord” means the party named on the front page of this Agreement and any person who has an interest in The Property, even if not named on this Agreement. The Landlord agrees to inform the Agent, in writing, of any changes to ownership of the property, contact telephone numbers, postal or e-mail addresses as soon as possible and in any event within 7 days of the change.
- 1.2 “The Agent” means Agent Name, whose details appear on the front page - Click-let Ltd, Co. No.245187
- 1.3 “The Guest” means the party(s) named on the booking agreement as The Guest of The Property.
- 1.4 “The Property” means the premises, the address of which is noted on the first page of this Agreement, or any subsequent change to the address made by the local authority.
- 1.5 “Term” means the total length of a booking introduced or negotiated by or through The Agent and includes any subsequent letting by The Landlord, to The Guest whenever the subsequent letting has been negotiated by The Agent.
- 1.6 These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland. For the avoidance of doubt, jurisdiction for any proceedings raised by or against The Agent as a consequence of this contractual relationship is prorogated to the Sheriff Court where The Agent is domicile.
- 1.7 If there is more than one person signing as The Landlord all Landlords will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each Landlord will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together.
- 1.8 Words imposing the masculine gender include the feminine, and singular shall include the plural and vice versa.

2. APPOINTMENT AND AUTHORITY

- 2.1 Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The Property. The Agent reserves the right to amend the terms and conditions of this Agreement upon giving two months written notice.
- 2.2 The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the action is professionally negligent or in express breach of contract. The other provisions of this Agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.

3. DEPOSIT

- 3.1 Deposits taken from the Guests will be held by The Agent or the booking website - depending on the terms and conditions of the booking website. Landlord will not be entitled to any interest accrued whilst the deposit is held by The Agent. Any deductions to the deposit can only be made in accordance with the booking agreement (The Agent's or the relevant booking website) deposit clause. In the event that a dispute arises between The Landlord and The Guest with regards to the distribution of the deposit, The Agent shall act on The Landlord's behalf.

4. SERVICE IN DETAIL

The Agent will undertake the following:

- 4.1 The Agent will pay out of monies collected all statutory and other charges which are payable by The Landlord for The Property provided The Landlord has arranged for all relevant invoices and demands to be sent to The Agent and sufficient funds are held in The Landlord's client account. If sufficient funds are not held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other adverse consequences suffered by The Landlord.
- 4.2 The Agent will visit The Property on a regular basis - no less than once every three months. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for reporting hidden or latent defects, unless it is due to The Agent's professional negligence or express breach of contract.
- 4.3 The Agent will widely advertise the property as available through the internet. The Agent will continually review the level of bookings and rentals to maximise occupancy rates.
- 4.4 The Agent will arrange, without reference to The Landlord, to carry out the following subject to this agreement, to try to ensure The Landlord's compliance with The Landlord's statutory and contractual obligations:
- 4.4.1 Minor repairs which cost less than £150 plus VAT.
- 4.4.2 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, damage to adjoining property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended. The Agent has sole discretion to instruct contractors notwithstanding The Landlord may have preferred contractors or contractors on a retention arrangement.
- 4.4.3 Other works to The Property in circumstances where because of lack of time, or unusual/unforeseen circumstances it is not reasonably practicable to obtain prior instructions from The Landlord. In these situations if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the sole discretion of The Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged. The Agent has sole discretion to instruct contractors notwithstanding The Landlord may have preferred contractors or contractors on a retention arrangement.

- 4.4.4 At The Agent's sole discretion they may spend any money necessary to keep The Property compliant with the law and suitable for The Guests. This could include, but is not limited to, gas safety checks, electrical safety checks, replacement bed linen etc. The money spent will be deducted from the rent or if insufficient The Landlord will be invoiced accordingly.
- 4.5 The Agent will try to arrange a mutually convenient time with The Guests for contractors attending The Property to undertake work on The Landlord's behalf if required during a booking. Where, due to The Landlord's instructions this is not possible, arrangements can be made by The Agent to meet the contractor at The Property. Waiting time will be charged at the Hourly Rate specified in the Scale of Charges sheet attached.
- 4.6 The Agent will pay for repairs and other properly incurred bills and charges from rent monies held. If there is insufficient funds to meet the cost of the repairs The Landlord will pay the balance to The Agent on written demand. The Agent may not carry out repairs if The Agent holds insufficient funds and in such circumstances The Agent will not be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to professional negligence or express breach of contract by The Agent.
- 4.7 At the date of vacation of The Property, The Agent will liaise with The Guest to agree and effect the arrangements for hand back of The Property.
- 4.8 The Agent will check the condition and the inventory at vacation of The Property and discuss any issues with The Landlord. The Agent will instruct the cleaning, laundry of the bed linen and towels - the costs will be deducted from The Landlord's next statement.
- 4.9 The Agent is a data controller under the Data Protection Act. The Landlord hereby agrees to the Agent storing information relating to both The Property and The Landlord in paper and electronic format. Such information is held for the purposes of managing The Property and shall not be provided to third parties for any purpose unrelated to said management without The Landlord's prior written consent. For the avoidance of doubt The Agent will comply with their obligations under the Data Protection Act and accepts no responsibility for any loss or damage experienced by the Landlord as a result of such compliance
- 4.10 Unless expressly advised by The Landlord to the contrary The Agent shall assume the property will be continually advertised for short-term lets. The Landlord agrees to honour any future bookings following notice to terminate the management agreement.

5. FEES AND PAYMENT

- 5.1 The Landlord agrees The Agent's fees as set out in the Schedule attached shall be deducted from rent paid, or if insufficient the balance will be invoiced separately or deducted from future rent at the Agent's sole discretion. Rent will be paid to a "Rental" account of The Agent. After clearance, this will then be transferred to the Landlord's designated bank account after the rental due date under deduction of management fees and any costs or outlays incurred.
- 5.2 The Landlord agrees to reimburse and compensate The Agent for any claim, damage or liability suffered as a result of acting on The Landlord's behalf, unless it is due to the professional negligence or express breach of contract of The Agent or their employees.
- 5.3 The Agent shall be entitled to retain any interest on any monies collected while held in their account and if appropriate any commission earned while acting on behalf of The Landlord.
- 5.4 Deposits taken from The Guest will be held by The Agent or booking website until such time as a The Agent is happy with the condition of the property.
- 5.5 The Landlord will, at all times, be liable to abide by HM Revenue and Customs' rules for self-assessment. The Agent shall bear no responsibility for ensuring the Landlord pays the relevant tax, in this regard the Landlord should take advice from a qualified accountant or similar.
- 5.6 The Agent will give to HM Revenue and Customs such information regarding the letting as they are lawfully obliged to do so. This may include full details of every landlord and the annual rental income, but The Agent shall not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.
- 5.7 If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall provide to the representative copies of all rent statements, if requested, for an hourly fee as per the Scale of Charges sheet attached or as otherwise agreed in writing.
- 5.8 Handling of insurance claims may incur a fee as advised in the Scale of Charges sheet attached. Charging will be at the Agent's sole discretion and fees in this regard will be agreed with the Landlord, in writing, in advance.
- 5.9 Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of professional negligence or express breach of contract.
- 5.10 The Landlord will be responsible for the payment of all factoring and utility fees.
- 5.11 The Landlord is liable for any and all expenses incurred while the property is vacant.

6. TERMINATION

- 6.1 Prior to finding bookings acceptable to The Landlord, either party may end this Agreement by issuing to the other fourteen days' notice in writing. At the Agent's sole discretion any fees that have fallen due for work undertaken will become payable immediately on the Scale of Charges attached. All outlays incurred on the Landlord's behalf shall also be payable immediately.
- 6.2 In the event of The Agreement being terminated with bookings confirmed in the diary then those bookings will be subject to 15% plus VAT management fee.
- 6.3 Upon The Agreement being properly terminated by either party as above The Agent will no longer be acting for The Landlord. The Agent will provide The Landlord with the date the contract terminated and with details of the outstanding fees and/or charges owed by The Landlord to The Agent and details of any funds held by The Agent on behalf of The Landlord. The Agent will also write to The Landlord setting out the arrangements for the handover of the property, documentation and keys to The Landlord or his newly appointed representative.

7. LANDLORD'S UNDERTAKINGS AND COMPLIANCE

- 7.1 Before each booking The Landlord agrees that The Property will be professionally cleaned including windows (both internally and externally) and gardens, if applicable, will be in good seasonal condition.
- 7.2 The Landlord confirms that The Property is fit to be let and complies with the Repairing Standard and all other statutory obligations. This includes but is not limited to confirmation that all appliances comply with current, and will be kept compliant with future, safety regulations. The Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order and have been serviced / inspected within the last year and have clear instructions for use.
- 7.3 The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, at least 7 days prior to commencement of the tenancy, a copy of the current safety record from a Gas Safe registered engineer (together with a copy of the installer's current registration). If no record is produced by that date The Landlord agrees that The Agent can, at The Landlord's cost, arrange the gas safety check prior to the commencement of the tenancy. It is acknowledged that no liability whatsoever will attach to the Agent should he omit to do so. The Landlord will provide written instructions for the use of all gas appliances failing which The Agent is authorised to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand. It is acknowledged that no liability whatsoever will attach to the Agent should he omit to do so.

- 7.4 The Landlord agrees to comply with the relevant Electrical Safety Regulations and shall provide to The Agent, at least 7 days prior to the commencement of the tenancy, a copy of an inspection report for all electrical wiring and the appliances made available to The Tenant under the lease. If no certification is produced by The Landlord accepts that The Agent can, at The Landlord's cost, arrange a safety check prior to the commencement of the tenancy. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. The Landlord also agrees to provide written instructions for the use of all electrical appliances and if no instructions are available The Agent is authorised to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand. It is acknowledged that no liability whatsoever will attach to the Agent should he omit to do so.
- 7.5 The Landlord agrees to comply with the Furniture and Furnishings Fire Safety Regulations in force from time to time. If any of the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove it from The Property and dispose of same, prior to the commencement of the tenancy at the expense of The Landlord. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand. It is acknowledged that no liability whatsoever will attach to the Agent should he omit to do so.
- 7.6 The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents and licences and will continue to do so throughout the duration of this Agreement and that he is entitled to all revenue collected on The Property.
- 7.7 The Agent will arrange for the installation of a Smoke Alarm, Carbon Monoxide detector and Fire Blanket, at the Landlord's expense, where they are not already installed and all costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent, if possible, or paid within fourteen days of written demand. It is acknowledged that no liability whatsoever will attach to the Agent should he omit to do so.

8. COMPLAINTS HANDLING PROCEDURE

- 8.1 The Agent values feedback and aims to provide good service at all times to The Landlord and The Guest. However, there may be occasions when things go awry and you are not happy with the service provided. In those instances we would ask that you attempt to resolve the issue with the person involved directly however, should this not be possible the matter can be escalated to their line manager. The line manager will discuss the situation that has arisen with you and attempt to find a resolution however, should this still not be possible you will be asked to put your complaint in writing to be taken further.
- 8.2 We are professional members of The Council of Letting Agents, LetScotland, Scottish Association of Landlords and Landlord Accreditation Scotland. These bodies would offer adjudication should a complaint remain unresolved.

FULL MANAGEMENT - SCALE OF CHARGES

Management fee:	15%	Full management of The Property
Annual Marketing fee:	£100	Extensive internet advertising.
Out of office arrivals	£25	Time per hour to attend evenings and Saturday move ins.
Inventory:	Comprehensive listing of decoration, furnishings, fixtures and fittings. (please note that private garden areas will be charged as an additional room)	
Furnished	£75 - 1 bedroom property	£15 - per additional room
Unfurnished	£50 - 1 bedroom property	£10 - per additional room
Works management fee:	9%	If we are to instruct, oversee, carry out or process any works/invoices for your property we will take a works fee from the net costs of works valued between £30-£3,000.

ADDITIONAL SERVICES

Insurance claims:	9%	If we are to instruct, oversee, carry out or process any insurance claims or property refurbishments we will deduct a fee from the total cost of the works.
Communal repairs:	15%	If you wish us to manage any communal repairs on your behalf we will deduct this fee from the total cost of the works.
Agent's time:	£25	Cost per hour to undertake any works not detailed above.

Please note the above prices are exclusive of VAT



DECLARATION & SIGNATURE

By signing these Terms & Conditions you confirm that you would like Click-let Ltd to proceed on a sole agency basis in accordance with the terms and fees set out in this document. We would be grateful if you would sign and return it to our office (123 Leith Walk, Edinburgh, EH6 8NP) along with the following items:

- i) Completed full management paperwork
- ii) Copy of photographic identification
- iii) Copy of recent utility bill
- iv) Details of mortgage agreement
- v) Property keys

At that point you will have entered into an agreement with Click-let Ltd.

Click-let reserve the right to review their fee structure biannually (June/December) and you will be given 60 days notice of any changes that result from this review. If Click-let are instructed to undertake further work not included in the list of services, then such work shall be identified and a full written estimate of any additional cost will be made available to you before the work is carried out.

print name

signature

date

print name

signature

date