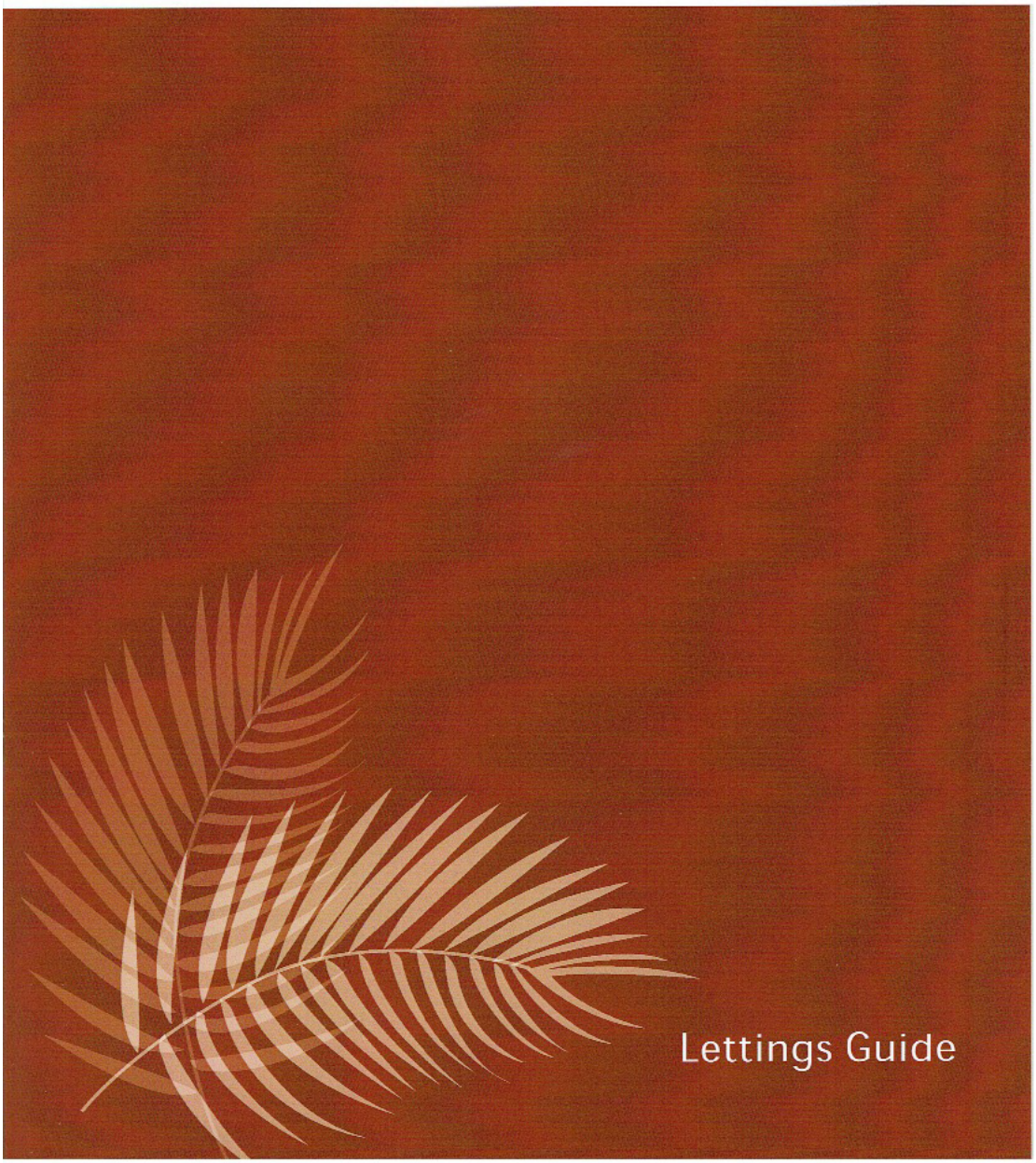
De Vere

LETTING BUREAU

ESTABLISHED 1992



# Lettings Guide

De Vere
LETTING BUREAU

## Introduction



De Vere Letting Bureau gives Landlords peace of mind, offering a professional service with high standards. We are experienced in all facets of Property Management.

Using De Vere Letting Bureau gives you the benefit of our years of experience in vetting prospective tenants. Our service includes a full credit search as well as the employer, personal and previous landlord references.

We enjoy a good working relationship with many of the local large employers and relocation companies. We regularly send mailshots to over 100 major employers.

We also manage a large portfolio of apartment blocks and have a team of excellent maintenance workmen who are available on 24 hour call out for all eventualities.



It is our aim to tailor our service to your requirements and particular circumstances. If you wish to use a specific maintenance person or company, we are happy to follow your instructions.

Our tenancy agreements are the product of years of experience. They are comprehensive, taking into consideration the latest legislation and feed back from the professional bodies we are members of. Each year our contracts and legal procedures are reviewed by our solicitors.

## Why use De Vere Letting Bureau



- Family Business established since 1992
- 24 hour Emergency Hot Line to a Company Director or Senior Manager
- One of the longest established Independent Lettings & Management Company in the area
- Respected in the trade for our Professionalism
- Efficient accounts service
- Several well known companies registered with us
- Experienced, well trained mature staff
- Extensive advertising of properties used by all the major relocation agensts
- Properties advertised on our own web site & affiliated websites
- Weekend appointments
- Regular property inspections (Management Service only) with a written report to the landlord

**020 8441 9669 ■ info@devere-letting.com ■ www.devere-estates.com**

## Full Management Service

Advice on letting your property and a rental valuation.

Secure a suitable Tenant. Viewings will be by appointment and accompanied by a senior member of the company if the property is unoccupied at the time of the viewing.

Obtain appropriate references. Work, personal, bank and credit checks are carried out, including company credit check or search, if necessary.

Following clearance of the references we will draw up the tenancy agreement and serve the relevant notices on the Tenant in compliance with the Housing and Landlord and Tenants Acts.

Secure a suitable deposit to be held for the duration of the tenancy.

Check tenants into property, hand over keys, confirm inventory details. Read the gas and electric meters and arrange the transfer of the accounts to the tenants. Please note however that BT will not take third party instructions, therefore the relevant parties must contact BT. We also notify the relevant Council Tax department and local Water authority.

Arrange collection of the rent each month. Prepare a monthly statement for the Landlord itemising any outgoings and paying the remainder into the Landlord's bank account.

We provide a 24 hour emergency call out to protect your property all year round.

Carry out regular inspections of the property. Please note these inspections are not structural surveys, but rather of a cursory nature embracing only the obvious defects. The inspection is designed to ensure that the Tenant is not abusing the home or causing damage. A written report is sent to the Landlord and any problems carefully monitored, quotations are obtained for any necessary and remedial work i.e. gutter clearance, roof tile replacements, regrouting, redecorating etc.

During the period of the tenancy, insurances, ground rent etc., can be paid on your behalf and deducted from the collected rent, upon written instruction.

Liaison with Tenant and Landlord over day to day issues.

Prior to the end of the tenancy we will contact you to find out whether you wish to re-let your home. Upon receipt of your instructions we will negotiate with the current Tenant or seek a new Tenant, depending on the situation. Please note under the current Housing Act the Landlord must serve no less than two months notice on the Tenant if the Landlord wishes to regain possession of the property. We would serve notice on the Tenant following instructions from the Landlord.

Arrange check out of the Tenant at the end of the tenancy, prepare a full report based on the inventory, finalise dilapidations and return the deposit to the Tenant once the property has been cleaned and any remedial work completed.

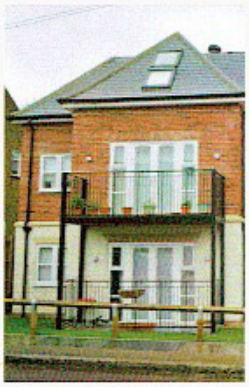
**Pricing Structure**

15%+ VAT (Full Management Only). The fee will be deducted from the rent each month before paying the Landlord.

**BACS**

We have a direct PC link with Barclays, and offer the Landlord rent payment by BACS. This service is faster and more efficient than cheques. However, if the Landlord wants to be paid by cheque instead, we can offer this service.







De Vere
LETTING BUREAU

## Rent Collection Service

This is an alternative service to Managing or the Tenants Finders Service.

Advice on letting your property and a rental valuation.

Secure a suitable Tenant. Viewings will be by appointment and accompanied by a senior member of the company if the property is unoccupied at the time of the viewing.

Obtain appropriate references. Work, personal, bank and credit checks are carried out, including company credit check or search, if necessary.

Following clearance of the references we will draw up the tenancy agreement and serve the relevant notices on the Tenant in compliance with the Housing and Landlord and Tenants Acts.

Secure a suitable deposit to be held for the duration of the tenancy.

Check tenants into property, hand over keys, confirm inventory details. Read the gas and electric meters and arrange the transfer of the accounts to the tenants. Please note however that BT will not take third party instructions, therefore the relevant parties must contact BT. We also notify the relevant Council Tax department and local Water authority.

Arrange collection of the rent each month. Prepare a monthly statement for the Landlord itemising any outgoings and paying the remainder into the Landlord's bank account.

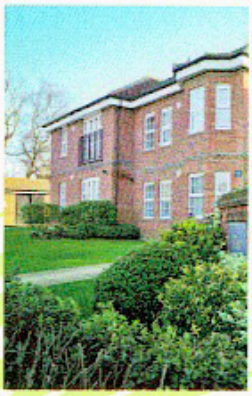
Prior to the end of the tenancy we will contact you to find out whether you wish to re-let your home. Upon receipt of your instructions we will negotiate with the current Tenant or seek a new Tenant, depending on the situation. Please note under the current housing act the landlord must serve no less than two months notice on the Tenant if the Landlord wishes to gain possession of the property. We would serve notice on the Tenant following instructions from the Landlord.

**Pricing Structure**

12.5% + VAT (Rent Collection Only). The fee will be deducted from the rent before paying the Landlord. 10% of the first months rent is charged on all new tenancies (plus VAT) as an administration fee.

**BACS**

We have a direct PC link with Barclays, and offer the Landlord rent payment by BACS. This service is faster and more efficient than cheques. However, if the Landlord wants to be paid by cheque instead, we can offer this service.








020 8441 9669 ■ info@devere-letting.com ■ www.devere-estates.com

## Tenant Finder Service

For those who do not require Management or Rent Collection Service, we offer the Tenant Finders Service.

Advice on letting your property and a rental valuation.

Secure a suitable Tenant. Viewings will be by appointment and accompanied by a senior member of the company if the property is unoccupied at the time of the viewing.

Obtain appropriate references. Work, personal, bank and credit checks are carried out, including company credit check or search, if necessary.

Following clearance of the references we will draw up the tenancy agreement and serve the relevant notices on the Tenant in compliance with the Housing and Landlord and Tenants Acts.

Secure a suitable deposit to be held for the duration of the tenancy.

Check tenants into property, hand over keys, confirm inventory details. Read the gas and electric meters and arrange the transfer of the accounts to the tenants. Please note however that BT will not take third party instructions, therefore the relevant parties must contact BT. We also notify the relevant Council Tax department and local Water authority.

Arrange collection of first months rent. Prepare a statement for the Landlord itemising any outgoings and paying the remainder to the Landlord.

Please note under the current housing act the landlord must serve no less than two months notice on the Tenant if the Landlord wishes to gain possession of the property.

Please note that the full responsibility for rent collection, routine inspections and the essential check out, including reaching agreement with the Tenant regarding any dilapidations that have occurred is the Landlords. Upon written instruction from both the Landlord and Tenant, the deposit will be released appropriately.

**Pricing Structure**

10% + VAT of the rent as described in the tenancy agreement and for the term of the tenancy.

When we locate a suitable tenant, our commission will be 10% of the total gross rental due for the agreed term of the tenancy, subject to minimum of £300.00, where the rental period is 6 months or more.

The commission is payable where we introduce a tenant who subsequently takes up occupation.

The commission is due and payable in full on the date of commencement of the tenancy. Should the initial rental payment not be sufficient to cover the fee due, we reserve the right to collect the first two instalments of rent to cover our fees.

In the event that the tenancy is terminated during the period of the tenancy for any reason we shall remit to the Landlord such part of the Commission as shall represent the period beyond the date of termination and the end of the contractual term calculated on a straight line basis throughout the term.

If an associated party is introduced to you either directly or indirectly through a tenant whom we introduced to you and that third party takes up occupation of property which you own, commission will be payable in respect of that letting.

Where we arrange independent inventory checks on your behalf at the commencement of the tenancy the fees are payable by you and will vary according to the size of the property and the time involved. Because inventories are prepared by independent companies we cannot accept liability for errors or omissions on their part. For fees please consult with the inventory clerk prior to instruction.

Overseas telephone calls, faxes and any courier charges sent to landlords are charged at cost.

We do not refund commissions if the tenants default with the rent, or vacate the property prior to expiration of the tenancy. Although we aim to take every care in vetting all tenants, De Vere Letting Bureau cannot accept responsibility for non-payment of rent or any default by the tenants, or any associated legal costs incurred in their collection. An insurance policy is recommended for this eventuality.

Should the tenant wish to vacate the property prior to expiration of the tenancy, and you agree to the tenant's request, the tenant will pay the balance of commission charged.

Should any part of commissions or remuneration's remain unpaid for more than 15 working days after the completion date or renewal date, interest will be charged at a weekly rate of 4% above the Barclays Bank base rate. If it should be necessary for legal proceedings to be instigated for the recovery of any commission or remuneration the landlord will be responsible for any fees incurred by De Vere Letting Bureau (legal or otherwise) whether or not the matter reaches court.

If the tenancy is renewed or extended or if an option to renew is exercised whether or not negotiated by us, our commission for the renewal or extension will be as set out above. This will also apply if the tenants would recommend new tenants. The tenancy renewal will be 7.5% of the annual rent after the first year and 5% of the annual rent every subsequent year.

De Vere
LETTING BUREAU

## General notes on letting your home

If you hold a mortgage, it is your responsibility to ensure that you have permission from the mortgage company to let. The normal procedure is to complete a form supplied by them. Please note that they sometimes charge a small administration fee.

In the case of joint ownership, please ensure that all parties agree to the letting of the property.

Leaseholders, please ensure your lease allows you to rent out your property. It is customary for the Landlord to pay ground rent and communal service fees during the period of the tenancy.

Inventories are highly recommended. This may prevent considerable misunderstandings at the end of the tenancy. An inventory should be available at the commencement of the tenancy and used to check the tenant in. At the end of the tenancy the same inventory is used to check the tenant out. Any fair dilapidations are recorded at that time and deducted from the deposit, after the usual consultations.

Although we strongly recommend the use of an inventory clerk to compile an independent inventory, Landlords are at liberty to compile their own. Prices for inventories are dependant upon the size of the property and whether it is furnished, we will be happy to get a quotation.

Please advise your Insurers (House and Contents) that you are letting your house. Ensure your policy covers accidental damage during the period of the tenancy. It is important to make it clear to the insurers that there may be periods of unoccupancy in between tenants. Ensure that you understand the Insurers terms and conditions for letting your property, especially instructions on winter heating and frost protection and make sure you pass on to us any information relevant to letting your property. If you have any difficulties we do offer Landlords Building and Contents insurance for peace of mind.

Make sure the property is in good order, taking particular regard to the electrical wiring, plumbing, heating and adequate lagging on pipes.

If you have a very large garden or a garden with special features that takes a bit more care and effort, it may be worthwhile including the services of a gardener within the rent charged.

**Landlords Insurance**

- Legal Protection Insurance
- Rental warranty Insurance
- Landlords Contents Insurance
- Landlords Building Insurance
- Details and brochures available upon request

**Financial Services**

We can also refer you to a qualified agent for advice on

- Financial Planning
- Mortgage
- Re-mortgaging
- Insurance
- Pensions

**Redirection of Post**

Although the tenants are responsible to pass on mail to the Landlord (via the agent if managing). Equally the Landlord is responsible to inform others of his/her change of address.

We highly recommend that Landlords take out the postal redirection service with the local post office. For a nominal fee they will intercept your post and forward it to your new address.

Any post received at our office will be sorted (extracting the junk mail) and forwarded to the landlord. This all takes time so we charge £1.00 plus postage per bundle sent.

**Buy to Let**

In recent years ARLA and NAEA in conjunction with the major finance companies have promoted the Buy To Let scheme.

This scheme has been extremely successful bringing into the market many first time investors.

De Vere Letting Bureau is able to offer advise to investors on the type of property to purchase and the location.

Due to the high volume of business we are able to advise investors from our experience in letting in most areas of Barnet and surrounding areas. We can also refer investors to a financial advisor if advise and quotes are required on mortgages.

## Health and Safety

The Fire and Furnishing (Fire) (Safety) Regulations 1988 and the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

It is the Landlords responsibility to ensure his/her furnishings comply with the regulations. In many cases there should be tags on the furnishings to advise you that it complies. If in doubt please consult the manufacturer or remove the item prior to letting.

Currently the offence carries a punishment of six months imprisonment or a fine to a maximum of £5,000.00.

The transitional time frame is December 31st 1996 for property let before 1st March 1993. Property let after 1st March 1993 must comply immediately. The only exclusion to these regulations are furnishings made before 1st January 1950. The reason for this exception is that apparently the defective materials which cause fire were not in use prior to 1950. This therefore exempts 'period' or 'antique' furniture,

If you have any questions, please contact our office for advise.

**Gas Safety**

By Law all Landlords are responsible for making sure that appliances are maintained in good order and checked for safety at least every 12 months.

The Smoke Detectors Act only applies to new buildings, the absence of alarms in existing tenanted property would appear in all probability, not to meet the"Duty of Care"that might reasonably be expected by the Landlord.

In the continuing absence of precedents, legal opinion is still unclear about a Landlord's liability, whether or not they decide to install. If you decide to install smoke alarms be sure they conform to BS5446.

**Electrical Safety**

There are several Acts of Parliament and the EEC which govern the safety aspects of your home. In brief, the electrical safety regulations require that any electrical appliances supplied must be safe. Where their safe use is required, appropriate instruction booklets must be provided.

Unlike the gas safety regulations, there is no statutory annual testing interval. Yet, in order to meet the requirements, it is still important that the appropriate checks and safeguards are carried out.

- All electrical appliances are safe
- Leads are checked to ensure no fraying
- Correct fused plugs are used
- A qualified electrician must be used for all works

For further information and advise please do not hesitate to discuss the matter with a company representative.

Our appointed inventory clerks check the plugs at every check-in of a tenant. Larger checks are done by our company at our routine inspections (managed properties only) every 3 months. If at that time we are concerned about any of the electrical fittings then we will discuss this with the landlord.







De Vere
LETTING BUREAU

## Taxation

These details are a brief guide to describe how rents and tax are handled where the landlord is resident overseas. It does not however attempt to cover the wider aspects of personal taxation. If you are unsure which forms you need or how to fill them in, then you are advised to seek further advise from the information sources shown.

Will I need to pay tax? All owners of property in the UK are required to pay tax on their letting income unless the income, after allowable expenses, is less than the individual's personal allowances. However, special rules apply to the UK rental income of non-resident landlords (NRL) or landlords who live abroad for usually more than a six month period.

Non-Resident Landlord Scheme The new NRL Scheme operates for rental income paid on or after 6 April 1996 and replaces the old rules under Taxes Management Act 1970. If you want information about the earlier scheme, ask your Tax Office.

If you let your property through an agent then the agent must operate the NRL Scheme and deduct tax from your rental income, unless they receive written notification to the contrary. In simple terms, from 6 April 1996, the Agent will either:

- If authorised by the Revenue, pay the rental income to their non-resident client GROSS, or
- Deduct tax at the basic rate on net income subject to certain allowable expenses and deductions.

If your tenant pays the rent directly into your bank account they must also operate the NRL Scheme arid deduct tax, unless the rent is less than £100 per week or they receive written notification from FICO (see below to the contrary).

**Administration**
The NRL Scheme is operated by the Revenue's Financial Intermediaries and Claims Office (FICO). Non-resident landlords can apply to FICO for approval to receive their rental income gross or with no tax deducted (an 'approval'). If the application is successful, FICO will issue a notice and the agent will not be required to deduct tax. Landlords with poor tax histories may be refused an approval, and in these cases agents will be obliged to continue to withhold tax at the basic rate (currently 24%) on their net rental income. It is important to inform the Revenue if your tax situation changes (e.g. if you return to live in the UK) or if your letting agent changes.

**How do I obtain an approval to receive rental income gross?**
An approval will allow you to receive all rental income due without deductions to cover tax liabilities. The forms are available from FICO or your letting agent. You can apply for approval if:

- Your UK tax affairs are up-to-date
- You have never had any UK tax obligations or
- You do not expect to be liable to UK tax

Many people are entitled to set personal allowances against their income. If your UK income after allowable expenses is less than your personal allowances then you will not be liable for tax. Landlords and Agents will be notified simultaneously of decisions to grant or withdraw approval. Approvals can be cancelled by the Inland Revenue if returns are filed late or tax is not paid on time.

**New Landlords**
Where a non-resident landlord qualifies for approval to receive rental income gross, the landlord should apply for approval as soon as possible. Only tax deductions made in a particular quarter can be refunded by the agent.

**What happens if a landlord has no approval?**
Your agent will be required to withhold and pay the tax due on your behalf if you are non-resident and if approval to receive gross rental income has not been received within 30 days of each quarter. Quarters end on: 30th June, 30th September, 31st December and 31st March.

Tax will be deducted at the basic rate as a percentage of the quarterly rental income taking into account only cash received and cash paid by the agent. Your agent will issue you with Certificates of tax paid which you should then include with your tax return.

At the end of the tax year, you should still declare your letting income on your tax return in the normal way and you can reclaim repayment of any overpaid tax.

**How is the tax calculated?**

If required, the agent will calculate the tax each quarter for each non-resident landlord. The tax will be calculated at the basic rate on property income received in the quarter less allowable expenses. Example:

| | |
|---|---|
| Rental Income (for the quarter) | £1800 |
| Less: Allowable Expenses | £300 |
| Net Rent | £1500 |
| Tax Retained @ 24% | £360 |

Allowable expenses are those paid by the agent in the respective quarter. Expenses are allowable if they are incurred wholly and exclusively for the purposes of the rental of the property, and they are not of a capital nature. Thus, for example, any repairs to the property, water rates, insurance, management fees or other professional fees are allowable. However, letting agents cannot deduct expenses paid by the landlord nor any capital or personal allowances.

**Non-resident landlords:**

The scheme applies to the UK rental income of persons whose usual place of abode is outside the UK (non-resident landlords). Landlords may be individuals, companies or trustees.

For tax purposes individuals will not be regarded as having a usual place of abode outside the UK, if they are temporarily living outside the UK for, say, six months or less.

Where property is let jointly by two or more landlords and one or more of them has a usual place of abode outside the UK, the scheme applies separately to the rental income of each non-resident.

**HM Armed Forces and other Crown Servants**

The Non-Resident Landlords scheme applies to members of HM Armed Forces and other Crown Servants who have a usual place of abode outside the UK even though their employment duties, while performed overseas, are treated as performed in the UK for the purpose of charging their salaries to tax. These individuals were excluded from the old scheme under TMA 1970 for the taxation of rental income of non-resident landlords.

**If you would like more information, you should try the following sources:**

- Inland Revenue Booklet IR i 40:'Non-resident landlords, their agents and tenants'
- Inland Revenue Booklet IR58:1Going to Work Abroad?'
- Inland Revenue's FICO office -0151 472 6208
- Letting Centre Publication:'A Brief Guide to Letting and Tax'
- Your accountant or financial advisor
- Your Letting Agent
- Citizen's Advice Bureau

Deductions subject to approval by the Inland Revenue.

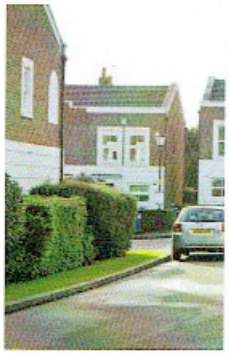
Management fees; 10% of rent as furniture; Depreciation; Property repairs; Insurances on property; Rates; Mortgage interest (not in MIRAS).

**Commission on Sale**

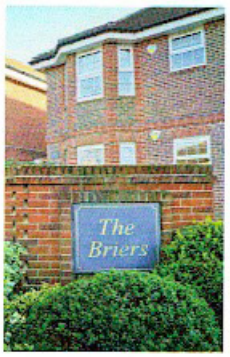
If the Tenant, or an associated party introduced either directly or indirectly by or through the Tenant, should purchase the property, you agree to pay 1% commission the sale price of the property.

**Refurbishment service**

If instructed by you we are able to deal with the full refurbishment of your property. This may include co-ordinating contractors for building and refitting as well as arranging for the supply of furniture and fittings. Our commission for this service is 10% of the total cost of the works.






**020 8441 9669 ■ info@devere-letting.com ■ www.devere-estates.com**

# Terms and Conditions

**The Tenancy Deposit:**
The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Services Ltd
PO Box 1255, Hemel Hempstead, Herts HP1 9GN
Phone: 0845 226 7837 Fax: 01442253193
Email: deposits@tds.gb.com

1. If we are/the Agent is instructed by you/ the Landlord to hold the Deposit, we/the Agent shall do so under the terms of The Tenancy Deposit Scheme.

2. If you, the Landlord decide to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You/the Landlord must then register it with a another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you/the Landlord in County Court. The Court will make an order stating you/the Landlord must pay the Deposit back to the Tenant or have it lodged with the Custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/ the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you/the Landlord a possession order. We/the Agent/have no liability for any loss suffered if you/the Landlord fail to comply.

3. De Vere Letting Bureau holds the Tenancy Deposits as Stakeholder.

**At the end of the tenancy covered by the Tenancy Deposit Scheme**

1. If there is no dispute we, the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole of the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

2. If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to clause 3 below) be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

3. When the amount in dispute is over £5000.00, the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed the Independent Case Examiner (ICE) although, with the written consent of both parties, the Independent Case Examiner may, at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

4. The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

5. It is not compulsory for the parties to refer to the Independent Case Examiner (ICE) for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the Independent Case Examiner (ICE) for adjudication. If the parties do agree that the dispute should be resolved by the Independent Case Examiner, they must accept the decision of the Independent Case Examiner as final and binding.

6. If there is a dispute, we must remit to the Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to comply will not delay the adjudication but the Dispute Service Ltd will take the appropriate action to recover the deposit and discipline us.

7. The Agent/we must co-operate with the Independent Case Examiner (ICE) in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

The rental deposit (which for tenancies commencing after 31st May 2019 is capped at no more than 5 weeks where the annual rent is less than £50,000 or 6 weeks rent where the total annual rent is £50,000 or above) is placed into the Deposit Protection Service (DPS) for the duration of the tenancy. At the end of the tenancy, when a tenant has vacated and an inspection satisfactorily undertaken, the deposit can be refunded within a maximum of 28 days. This is on the basis that all utilities have been paid and there are no disputes.

It is worth remembering that, as landlords bound by the Landlord and Tenant Act 1985, you are responsible for the everyday repairs and maintenance of the property, including the structure and exterior.

A tenant can insist on repairs being undertaken should the property not be in a good state of repair at the start of the tenancy. If the damage is serious, as a landlord you will be in breach of your obligations and the tenant is entitled to terminate the tenancy.

**FCC Paragon Rent Guarantee Policy**
De Vere Letting Bureau, as Agents for FCC Paragon Insurance shall offer all Landlords, as an inclusive package within our fee structure a Rent Guarantee Policy based on the successful vetting of each individual or company applicant. Please ask a member of staff for further details.

**Liability of Agent**
**General Conditions:**
We will use our best endeavours to provide the services set out in this agreement and in return you undertake to give us a reasonable opportunity to remedy any failure or shortcoming in such services. We will not be liable under this contract for any loss or damage caused by us or our employees or agents in circumstances where:

1. There is not breach of a legal duty of care owed to you by us or by any of our employees or agents.

2. Such loss or damage is not reasonably foreseeable result of any such breach.

De Vere
LETTING BUREAU

# De Vere Letting Terms of Business

Please read this document and do not sign it unless you understand and agree to all the terms and conditions within it.

I/We hereby certify that I/We (jointly) own the property known as:

_____

_____ Post Code

and that if there are joint owners that both/all are aware of and agree to the letting of the property and I/We have the authority to sign on their behalf.

I/We warrant that all the furniture and upholstered furniture supplied to the property comply with the provisions of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 and that the property complies with the Gas Safety Installation and Use Regulations 1994 (as amended) and with the Electrical Equipment (Safety) Regulations 1994.

I/We confirm my acceptance to your terms and conditions of business outlined in your 12 page brochure titled Lettings Guide of which I/We have read and agree to accept the terms and conditions of your appointment.

Fees will be taken from the first months rent and will be accounted for on your first statement.

- ☐ **Sole Agency Service Fee** = 8% plus VAT
  (The Letting Service Fee is subject to a 2% discount, providing that De Vere Letting Bureau is appointed on an exclusive sole agency basis of 28 days, this discount applies to the other named services offered by De Vere Letting Bureau)
- ☐ **Letting Service Fee** = 10% + VAT
- ☐ **Rent Collection Service Fee** = 12.5% plus VAT
- ☐ **Full Management Service Fee** = 15% plus VAT
- ☐ Please tick this box if you would like us to arrange for the Tenancy Agreement and Counterpart to be stamped for stamp duty purposes.

* Please tick the appropriate box for service required.

Signed: _____ Signed:
For and on behalf of De Vere Letting Bureau

Print Name: _____ Print Name: _____

Dated: _____ Dated: _____

Correspondence Address under Landlord &Tenant Act 1987

_____

_____ Post Code

Home Telephone No. _____ Work Telephone No. _____

Mobile No. _____ Email Address _____

MONEY SHIELD | FCC Paragon | The Property Ombudsman

175 High Street, Hadley Green, Barnet, Herts EN5 5SU United Kingdom
020 8441 9669 ■ info@devere-letting.com ■ www.devere-estates.com

De Vere

LETTING BUREAU

175 High Street
Hadley Green
Barnet
Herts EN5 5SU
United Kingdom
T: +44(0)20 8441 9669
E: info@devere-letting.com
**www.devere-estates.com**

MONEY SHIELD

FCC Paragon

The Property Ombudsman