

MANAGEMENT AGREEMENT

This Appointment made the (Date): _____ Between _____

*

Name: _____ of _____

("the **Landlord**") of the one part and CLEVER STUDENT LETS LTD
(Henry Hutchins may sign on behalf of the agency),
of 2 Queen Anne Terrace, North Hill, Plymouth PL4 8EG ("the **Agent**") of the other part.

Witnessed that:

1) The **Landlord** HERBY APPOINTS the **Agent** to be his sole agent in respect of the management of the **Property** specified in Part One of the attached schedule and grants to the agent the sole rights to let the property.

2) For the purpose of enabling the **Agent** to perform efficiently the duties of such general agency the **Landlord** HEREBY APPOINTS the **Agent** to be his attorney in the name of the **Landlord** and on his behalf to do and execute all and every of the following acts:

To advertise for and select tenants of the **Property**

To enter into Tenancy Agreements upon such terms and at such rent as the **Landlord** has instructed or in the absence of instructions about such matters as the **Agent** may in his absolute discretion deem proper PROVIDED THAT the right of the **Landlord** to regain possession of the **Property** when he desires shall be protected always and that the rent obtained and the terms shall at all times be in the best interests of the **Landlord**.

To serve all notices in connection with any **Tenancy** of this **Property** including notices to quit or to repair or to remedy a breach of contract.

To collect rent and other moneys due from and payable by the tenant and to give receipts for the same and to pay to the **Landlord** the said rent received by the agent and other moneys due from and payable by the tenant SUBJECT ALWAYS to paragraph (3) hereinafter contained.

To pay any sums due to the **Landlord** to the Bank or Building Society nominated under Part Three of the attached schedule unless otherwise instructed in writing by the **Landlord**

Generally to manage the **Property** for the benefit of the **Landlord** as detailed in Part Three of the attached schedule.

3) As remuneration for their services the **Agent** may retain an agreed fee of 15% + VAT (**18% inc vat**)(Eg If the **monthly rental was £100 you will pay a fee of £18 inclusive of VAT**) of the rents received.

4) The **Landlord** acknowledges that he has been advised by the **Agent** to inform any mortgagee of the **Property** and any insurers of the **Property** and its contents of his intention to let the same.

5) The employment of the **Agent** hereunder may be determined after a period of one year by either of the parties giving to the other eight months written notice thereof, however if the agreement is terminated by the **Landlord**, commission on rental income is due to the **Agent** for any period that a tenant introduced by the **Agent** pays rent on the property, to expire on 17th August.

6) If the **Landlord** terminates the agreement prematurely for whatever reason, the **Landlord** shall pay to the **Agent** £500 + VAT (**£600 incl VAT**) fee per let unit within the **property**, (for the avoidance of doubt a property housing nine students for example would be a nine unit property). However if the **Agent** is unable to let the **property** within a period of 3 months from it becoming available to rent (unoccupied) and the **Landlord** then terminates the agreement there will be no charge to the **Landlord**. If the **Agent** has already found a suitable tenant who has not yet taken up occupation then the **Landlord** shall pay a fee of £500 + VAT (**£600 incl VAT**) per unit.

a) Where the **Property** is let to Navitas/PUIC Ltd or its subsidiaries the **Landlord** may not terminate the agreement with the **Agent** until the end of the contract with Navitas/PUIC Ltd giving the **Agent** 6 months clear notice of the **Landlords** intention of terminating the agreement. Should for any reason the **Landlord** wish to terminate the agreement with the **Agents** consent then the **Landlord** will be responsible to repay the **Agent** the full commission on

the full contract term and the **Landlord** may not within 5 years of the termination of the contract re-let the **Property** to Navitas/PUIC Ltd or any of its subsidiaries unless the **Landlord** compensates the **Agent** at a rate of 15% + VAT (**18% incl VAT**) of the gross rent payable per annum multiplied by the term of the tenancy agreement or the term of occupation, whichever is greater.

7) The **Landlord** warrants that all furniture supplied to the property complies with current regulations and the **Agent** may without prior consultation with the **Landlord** remove and dispose of any furniture which does not meet current fire regulations or any furniture that detracts from the letting of the property. In exceptional circumstances the **Agent** may purchase furniture for the property in order to facilitate a better letting and to carry out such emergency and minor repairs to the **Property** as are needed to protect the **Property** from the elements and maintain all plumbing, lighting and other services provided that the sums expended shall not exceed One Thousand Five Hundred Pounds plus VAT per occasion and deduct the cost thereof from any rent being paid to the owner. (In an emergency and if the owner cannot be contacted the agency may incur expenditure of more than One Thousand Five Hundred Pounds plus VAT).

8) In the event of frequent international telephone calls having to be made to the **Landlord**, the cost may be retained by the **Agent** out of rents collected. Administration costs in excess of that considered normal may also be retained.

9) The landlord understands that the agent shall not hold or retain any tenant deposit.

10) The **Landlord** warrants that the electrical supply to the property and all electrical equipment supplied by him is safe. If requested the **Agent** will recommend a qualified electrician to test the supply and any appliances at the **Landlords** expense. If the **Landlord** wishes to arrange their own Gas Safety Certificate, they must supply the original certificate to the **Agent** before a tenant is found or within a pre agreed timescale. If it is not provided by this time, the **Agent** may instruct a qualified contractor to inspect the property and issue a Gas Safety Certificate. The cost of this would be charged to the **Landlord**. All relevant certification should be provided to the **Agent** by **Landlord** at the time of signing this agreement.

a) The **Landlord** warrants that the **Property** complies with current houses in multi occupation (HMO) legislation and where a certificate exists will supply a copy of that certificate and where an application needs to be made for a certificate the **Landlord** will as a matter of urgency (time being of the essence) fully cooperate with the **Agent** to secure the necessary certification.

b) The Landlord warrants to the agent that the Property complies with all relevant Health and Safety and Landlord and Tenant legislation and agrees to keep the Agent fully indemnified against all claims for financial loss, personal injury or other loss of whatsoever nature arising from any disrepair or failure of the Property to comply therewith and further warrants that the Property will at all times be fully and effectively insured against all third party claims.

C) The Landlord undertakes to forthwith comply with all requirements of the Local Authority upon receiving notice thereof from the Local Authority or the Agent. In the event that the Landlord fails to comply therewith within seven days of receiving such Notice, the Agent shall be entitled, but not obliged, to effect such works as the agent in its absolute discretion deems necessary (such works to be carried out at the cost of the Landlord) and to deduct the cost thereof from rent received or, at the agent's election, to deliver an invoice to the Landlord for the cost thereof.

D) The Landlord warrants that all planning permissions, consents and building control notices have been duly served.

11) The Landlord will hold a copy of a valid insurance policy to the Agent which must be a relevant insurance to cover rental property and the Landlord authorises the Agent from time to time to secure quotations for relevant insurances.

12) Where a tenant is studying with Navitas/PUIC Ltd the Landlord shall supply a bedding pack for each student consisting of a pillow, pillow case, duvet, duvet cover, fitted sheet, a bath and hand towel.

13) The Landlord undertakes to carry out all minor repairs (those costing less than £1,500.00) within 3 working days of being informed by CLEVER STUDENT LETS LTD. Major repairs (those costing more than £1,500.00) the Landlord undertakes to commence proceedings within 3 working days, if the Landlord is unable to comply the Landlord authorises CLEVER STUDENT LETS LTD to carry out the work. CLEVER STUDENT LETS LTD will inform the Landlord prior to instigating a works order, the estimated cost of the work required.

14) Where the Agent is requested to purchase and/or deliver items to the property by the Landlord the Agent may charge a fee for this service, normally 15% + VAT (**18% incl VAT**) of the cost of the items.

15) If signed off site and returned via post or email, there will be a 14 day cooling off period from date of signature

THE SCHEDULE

PART ONE – ADDRESS/ES OF PROPERTY TO BE LET

PART TWO – BANK OR BUILDING SOCIETY ACCOUNT OF LANDLORD

Address _____

Sort Code _____ Account No. _____

Account Name _____

PART THREE – SERVICES PROVIDED BY THE AGENCY WITHIN THE PROPERTY MANAGEMENT SERVICE

Visiting the property to take details, provide advice on achievable rents, tenancies, tax and insurance aspects of letting.

Advice on suitable furnishings and advertising the property in the appropriate media.

Advice on property suitability and market data.

Accompanying prospective tenants to view the property.

Personally interviewing prospective tenants and obtaining appropriate guarantors.

Drawing up Tenancy Agreements and Notices as required under the Housing Act 1988 and attending to the execution thereof.

Handing over keys and completing the creation of the tenancy.

Collection of rents, rendering monthly statements of accounts and crediting the owners nominated account with all monies collected.

Regular inspections of the property and submission of reports to the landlord when necessary.

General day to day management of the property to include dealing with all tenant and landlord related problems, arranging repairs and maintenance as directed, organisation of any emergency works and administration of insurance claims. (An extra charge may be made for the administration of insurance claims)

Advising electrical, gas, water and appropriate local councils (where appropriate) of the change or tenants.

Note: Landlords and tenants must communicate directly with British Telecom to transfer telephones.

Re-direction of owners mail as and when received at agent's office.

The preparation of notices to bring the tenancy to an end shall be chargeable to the Landlord and the appointment of a solicitor to do the necessary preparation and legal work shall solely be at the Agents discretion.

We are a member of The Property Ombudsman Scheme, and they can be contacted at www.tpos.co.uk

Signed _____ Date _____
On behalf of CLEVER STUDENT LETS LTD

Witnessed by _____

Owner(s) (Signature) _____ Date _____

Owner(s) (Print Name) _____

Witnessed by _____

