



LANDLORD AGREEMENT

SALES | LETTINGS | MORTGAGES

Tenant Find Only: Minimum of 60% of one calendar month's rent + VAT. Subject to a minimum fee of £497.00 + VAT

Full Management Service: Tenant Find Only fee as above plus 12% (+ VAT) of the rent received pcm, deducted by the Agent.

The fees specified for the above services are payable when any individual or organisation enters into an agreement to rent a property using an Assured Shorthold Tenancy as a result of our promotion, introduction, or viewing. For all services, reduced rates will apply for tenancy renewals. For our Full Management service, reduced rates will apply for subsequent re-lets.

Contractual Tenancies

For Contractual Agreements only, an administration charge of 60% of one month's rent (including VAT) will be charged. The Tenant Fees Act 2019 only applies to Assured Shorthold Tenancies.

YOUR CHOSEN PLAN

LANDLORD PROPOSAL

LETTING FEE:

MANAGEMENT FEE:

INCLUDED IN MANAGED PACKAGES:

Advertise on all major portals



'To Let' board at the property



Arrange and conduct viewings



Comprehensive tenant referencing*



Produce legal documents



Inventory *



Inspections *



Check in and out



Statement, chase arrears, and issue notices



All maintenance repairs and safety checks



Rent Guarantee *



Access to off market investment deals



* There may be an additional installation cost depending on the property



Sole Agency Agreement:

Address of Property to be let:

(Herein after referred to as 'the property')

Landlords
Name:

Landlord Correspondence Address:

Telephone:

Mobile:

Email Address:

PLEASE BE AWARE THAT OUR PREFERRED METHOD OF CONTACT IS VIA EMAIL

Bank Name:

Account
No. :

Account
Name:

Account
Sort Code:

Bank / Building
Society Address:

My Property Box is a member of the Property Ombudsman and subscribe to their Code of Practice for Residential Letting Agents.

For more information, please visit their website at www.tpos.co.uk. The Landlord and his successors in title hereby appoint My Property Box (herein after referred to as 'the Agent') to undertake the duties of letting agent in respect of the property for arranging a tenancy and managing the Property (if applicable).

ADDITIONAL FEES

All terms are quoted on a sole agency basis unless noted otherwise. Figures are quoted per property and are inclusive of VAT

Tenancy Renewal Fee	Subject to a minimum of £147 + VAT
Inventory Costs	Up to a 4 bed £147 + VAT 5 bed or more £197 + VAT
EPC	£108 + VAT
Court Attendance	£57.50 per hour
Guarantor Reference	£35 + VAT
Key Cutting Fee	£15 + VAT plus costs of cutting key
Hourly rate	£67.50 + VAT
Gas Safety Record	£95 + VAT
Periodic Electrical Installation Report	£185 + VAT Subject to size of property
Smoke Alarm	£25* + VAT
Carbon Monoxide Detector	£25* + VAT
Fire Safety Testing (HMO)	£85 + VAT
Emergency Light Testing (HMO)	£85 + VAT
PAT Testing	£85 + VAT
Additional Requests	£37.50* + VAT
In Person Inspections	£67.50 + VAT
Portfolio Growth Maximiser	£57.50 + VAT
Section 21 & 8	£147 + VAT
Section 13	£99 + VAT
Student Renewal Fee	30% + VAT
Rent Guarantee (If applicants qualify for rent guarantee they will automatically be opted in for this service. If you do not require this service please inform My Property Box via email applications@mypropertybox.co.uk)	Additional 4% + VAT

* There may be an additional installation cost depending on the property.



Marketing Details

The property will be rented on the following basis: Sole Agency Basis: The Landlord agrees to have the property on a sole agency basis (unless otherwise agreed) for a minimum of 8 weeks. During this period the Landlord will not instruct any other agent to market or advertise the property. At the end of this period, should the client wish to terminate the agreement, they will need to do so in writing to:

Acorn Properties (Jesmond) Ltd trading as My Property Box

If at any time it should become necessary for the Agent to terminate this agreement, we shall do so in writing giving three months' notice of our intention to terminate except where the landlord has refused to comply with legislative requirements, the termination will happen immediately upon written confirmation being issued by the Agent.

Please complete the following:

1. The property will be let:

Furnished
Part-Furnished
Unfurnished

2. The Landlord is required to have an:

Energy Performance Certificate
EICR
Gas Safety Certificate
Smoke Alarm (insert number)
Carbon Monoxide alarm

I would like the agency to automatically renew the certificates mentioned above.

3. The Landlord requires us to obtain Keys.

4. The property is available from the:

5. **To Let Board** – To enhance our prospects of letting the property in the shortest time-frame possible, we propose to erect a 'To Let' board at the property. Should you feel that you do not wish for a board to be erected, please tick the following box:

6. **Breakdown of Fees** – Your monthly management fee will be of the rent each per calendar month

Data Protection:

If you're interested in understanding how we handle and protect your personal information, we encourage you to explore our Privacy Policy. This comprehensive document details the types of data we collect, how we use it, and the measures we take to ensure your privacy. To view this information, please visit our Privacy Policy page on our website by following <https://www.mypropertybox.co.uk/privacy/>. Your trust is important to us, and we are committed to being transparent about our data practices.



Terms and Conditions of this Agreement

The Arrangement Fee includes the following:

- Visiting the Property with the Landlord and agreeing the marketable value.
- Carrying out an initial inspection of the Property about safety regulations of occupancy.
- Marketing of the Property, including the taking of photographs and the preparation of particulars for advertising.
- Making the Property available to prospective Tenants for viewing.
- Accompanying viewings, arranging access and notice to current Tenants where necessary.
- Collection of a holding deposit.
- Vetting prospective Tenants and obtaining personal and financial references.
- Preparation of all the tenancy documentation, including Tenants welcome pack.
- Co-ordinating the signing of all required tenancy documentation by the Tenants.
- Collecting a deposit from the Tenants and registering it with an authorised deposit scheme.
- Arranging and co-ordinating Tenant's occupation of the Property.
- Conducting a move in and testing the alarms for operability on the tenancy commencement day.
- Within 30 days of receiving deposit funds, we will provide Prescribed Information to the tenant on registration

The Management Fee includes the following:

Payments

- Make demands of the monthly rent from the Tenant.
- Upon receipt of the rent to pay over the same to the Landlord's nominated bank/building society account subject to any deduction of statutory of other charges payable by the Landlord within two working days of receiving cleared funds.
- To prepare monthly statements detailing payment received by the Agent and to clearly state the deductions paid by the Agent and to include bills paid on the Landlord's behalf.

Care of the Property:

Full Management

- Deal with all day-to-day telephone calls and other enquiries regarding the Property on the Landlord's behalf.
- Deal with emergency repairs and other maintenance issues as they arise. Arrange for appropriate tradesmen to affect necessary repairs and decoration to a maximum agreed cost of £200. If it is more than this amount the Agent will obtain the Landlords approval first except in cases of emergency.
- At the termination of the tenancy to check the inventory and condition of the property and levy any resultant charges against the Tenant as appropriate. If the Property is to be re-let to arrange (in accordance with the provisions hereof relating to the repairs) for such works as are in the opinion of the Agent required to return to the Property back to a lettable condition.

Agreement Between the Parties

The Agent is not acting in the capacity as guarantor for the Tenant. Whilst all reasonable steps are taken to verify the position of any prospective Tenant, should there be any non-payment of rent during a tenancy agreement, the Landlord will still be responsible for costs incurred in recovering the unpaid rent, including legal proceedings. Fees are due and payable immediately on a Tenant entering into a tenancy agreement with the Landlord. It is agreed that the Agent will deduct such fees and commissions due from the rent monies collected. In the event of a local authority demanding repayment (whether in part or full) of housing benefit from the Agent and where the funds being demanded, have already been passed to the Landlord, they shall be responsible for refunding all monies to the Agent immediately, without any deductions whatsoever. The Landlord also agrees that any deductions made from the holding deposit can be kept by the Agent for the purposes of reimbursement for any works or costs incurred on behalf of the Landlord during the Tenant application process.

The Agent shall not be required as part of their normal management duties to supervise any repair works nor to provide any specialist advice to the Landlord as to the nature of repairs required. The Agent shall be under no liability in respect of any loss or damage arising from any sub-standard or inadequate repair works or from any other default by a repairing contractor. The Agent shall be under no liability for any theft or damage at the Property whilst vacant or between lettings.



The Tenancy Deposit

Acorn Properties (Jesmond) Ltd trading as My Property Box is a member of The Deposit Protection Service (Deposit Scheme), which is administered by:

The Deposit Protection Scheme & Tenancy Deposit Scheme

Tel: DPS 0330 303 0030 & TDS 0300 037 1000

The Deposit Protection Scheme

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Web: www.depositprotection.com

Email: contactus@depositprotection.com

Tenancy Deposit Scheme

West Wing

First Floor

The Maylands Building

200 Maylands Avenue, Hemel Hempstead, HP2 7TG

Web: tenancydepositscheme.com

Email: deposits@tenancydepositscheme.com

Acorn Properties (Jesmond) Ltd trading as My Property Box holds the tenancy deposit as a stakeholder and any interest which is generated from holding the deposit shall be retained by Acorn Properties (Jesmond) Ltd trading as My Property Box.

Find a Tenant Service

The Agent will only collect and protect the deposit on behalf of the Landlord to ensure compliance with deposit legislation. In the event there is a dispute between the Landlord and the Tenant in respect of the return of the deposit, the Agent will not be involved, and it is the Landlord's responsibility to instigate, collate and submit all the required evidence for the purposes of adjudication. If the Landlord does require the assistance of the Agent, then the fee incurred will be £57.50 per hour inclusive of VAT.

End of Tenancy – Tenancy Deposit Scheme

If there is no dispute, we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or 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.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having 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 be submitted to the Deposit Scheme for adjudication if both parties agree. All parties agree to co-operate with any adjudication. The statutory rights of the Landlord and the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to adjudication. The parties may, if either party chooses to do so, seek the decision of a court. However, this process may take longer and may incur further costs, because it is a condition of the tenancy agreement signed by both parties, judges may refer the dispute back to the Deposit Scheme for adjudication. If the parties agree that the dispute should be resolved by adjudication, they agree to be bound by the decision of the adjudicator.

If there is a dispute, we must remit to the Deposit Scheme 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 the Landlord wants to contest it. Failure to do so will not delay the adjudication, but the Deposit Scheme will take appropriate action to recover the deposit and discipline the Agent. The Agent must co-operate with final decision of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Correct Information

The Landlord warrants that all information that has been provided to the Agent is correct to the best of their



General Data Protection Regulations

The Landlord agrees that any personal data provided to them by the Agent, such as tenant details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that such personal data is disposed of securely. The Landlord further agrees, that they will fully cooperate with the Agent in the event a Subject Data Access Request is received, and to compensate the Agent for any liability incurred through a failure of the Landlord to adhere with the General Data Protection Regulations. Privacy Notice

Data Controller
My Property Box Alton House, 27-31 Grange Road, Darlington, DL1 5NA
01325 582 101
Info@mypropertybox.co.uk
ICO Registration Number: ZA341064

Your Personal Data

We will hold and process your personal data for a legitimate reason to ensure that we are able to fulfil all our contractual obligations to you. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or contact email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or contact email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaints about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.

My Property Box
38 Acorn Road, Jesmond, Newcastle, NE2 2DJ

I / We (Landlord Name/Names)

Cancellation Clause

1. Notice Requirement: The Landlord may terminate this agreement by providing a minimum of three (3) months' written notice to the Agent. The notice must be served in writing to the designated office on this agreement or email via contact@mypropertybox.co.uk.
2. Cancellation Charge: Upon termination of this agreement, a cancellation charge equivalent to one (1) month's calendar rent plus VAT will be payable by the Landlord to the Agent. This charge will be deducted from the rental payments received into our agency over the course of the three (3) month notice period.
3. Payment Obligation: In the event that the rental payments are insufficient to cover the cancellation charge due to the tenant being in arrears or for any other reason, the remaining balance of the cancellation charge will be invoiced directly to the Landlord. The Landlord agrees to settle this invoice within 14 days of the invoice date.

Signed on Behalf of Agent

Landlord 1:

Landlord 2:



If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be electronic mail) this to the person named below. (Complete, detach and return this form only if you wish to cancel the contract)

Notice of cancellation

To: The Manager, Acorn Properties (Jesmond) Ltd trading as My Property Box

I/We (delete as appropriate) hereby give notice I/we wish to cancel my/our contract

Client Name:

Property Address:

Signed:

Date:

Authorisation to Act as the Agent

- I / We are the persons listed with the land registry as the property owners
- I / We instruct My Property Box to act as agent on my/our behalf
- I / We authorise My Property Box to sign the tenancy agreement on my/our behalf
- I / We have notified the mortgagee my/our intention to let the named Property and have obtained their approval
- I / We have notified the freeholder / block management company of my/our intention to let the named Property
- I / We understand that all tenancies and subsequent renewals are subject to contract until the tenancy agreement has been signed by both parties, or by the Agent on your behalf, and the document is executed.
- I / We are residents in the UK for tax purposes and the UK address is shown below OR
- I / We are not resident/s in the UK for tax purposes and the non-UK address is shown below

By signing below, you agree with all the above statements.

Signed by the Landlord / s (1)

Signed by the Landlord / s (2)

If you live outside the UK, please provide us with an alternative contact number. The number must be UK based.

Name

Email

Telephone Number

Your Non-Residential Information:

Correspondence Address

Date of leaving the UK

Name of tax office

Exemption Approval No.



Compliance and Other Details
Service Care Agreements

Please provide information of any supplier in which you have a service agreement e.g. British Gas. Please notify the supplier of your intention to instruct a managing agent, so that we can conduct repairs if required on your behalf.

Should you have service care agreement, we ask that you provide us with a copy for our records

Security:

If the Property has a security alarm, please provide us with the details including the code and instructions for use in the box below (please note: that you will be responsible for the maintenance of the alarm):

Block Management:

Company / Person Name:		Address:	
Telephone:			

Mortgage Company:

If your Property is subject to a mortgage, please provide the details below. As part of our due diligence and compliance requirements we will undertake a land registry search to confirm those parties who have an interest in the Property.

House Builders Guarantee:

Please provide us with details of any building guarantee that you may have together with the length remaining on this guarantee. It is vital that you provide us with details of who to contact and what items are covered by this guarantee. If we are not provided with these details, we will instruct our own appointed contractors to attend to maintenance issues at your expense

Tenancy Agreement:

Our tenancy agreement contains standard clauses, but you may wish to indicate special conditions or restrictions that we can apply to the tenancy. Please remember to include any conditions or inclusions that your mortgage lender may impose:

If there is anything you wish to make us aware of, please include it in the box below.