



Terms & conditions of business

Lenwell Property Management & Letting

- Terms & conditions of business from 1 June 2019

These terms and conditions replace any previous written and spoken agreements between us (Lenwell Property Management and Letting) and you (the landlord).

1. You hire us to find a tenant, let the property, deal with tenants' references and manage the tenancy. In certain circumstances, we may offer a service to only find a tenant.
2. The agreement starts on the day you sign the property registration form or provide your instructions.
3. We have the right to try to find a tenant for the property. If we introduce a tenant during the time you appoint us as agents, we can charge you our fees.
4. We will let the property 'as seen', unless you tell us otherwise in writing. You must agree that we are not responsible for any costs or damages which may arise from you not telling us that the property should not be let 'as seen'.
5. We will manage the property for the length of any tenancy, including any continuing tenancy. This period (known as the management period) will end when:
 - a. the tenant leaves the property and the tenancy ends; or
 - b. we or you give six months' written notice to the other to end the agreement. This cannot happen in the first 12 months of the agreement.
6. The rent you agree includes all costs you are responsible for (for example, ground rent, service charges, insurance), but does not include an amount to cover the cost of gas, water, oil, electricity, television, phone and council tax.
7. When the property becomes empty and the tenancy ends, we will automatically be responsible for letting the property to a new tenant, using the same conditions as the previous agreement, unless you give us written notice that you do not want us to do so. You must give us this notice at least two weeks before the tenancy ends. These terms and conditions will apply to the new tenancy unless we agree (in writing) new terms and conditions.
8. You must pay our fees as though a six-month tenancy had been entered into, the tenant had moved in and rent had been paid for the full six months, if:
 - a. we introduce a suitable tenant to you during the marketing period and you fail to go ahead with the tenancy (or refuse to), whether before or during any notice period to end this agreement;
 - b. you go ahead with a tenancy with a tenant we introduce or any person or organisation associated with that person; or
 - c. you rent the property to any tenant during the sole-agency marketing period in any way other than using us.
 This clause (8) will protect us if you break this agreement.
9. You will receive any rent (after the costs you are responsible for and our charges have been taken off), within 10 working days of when the rent was due or, if later, the date the tenant paid the rent.
10. If your tenant's rent is paid by the Department for Work and Pensions (DWP) and the DWP think you are paid too much, you must return the overpayment to us immediately if we ask you to in writing.
11. We ask for deposits in line with the current law. We hold any deposits as 'stakeholder' (as an independent party and not as your agent). We can use any interest we earn on the deposit to pay our administration costs.
12. We are a member of the Association of Residential Letting Agents and all the money we hold is protected by the 'Client Money Protection Bonding Scheme'.



13. If we find a tenant who moves into your property, you must pay us the following fees (as set out in our scale of charges).
- a. A fee for finding you a tenant.
 - b. A fee for managing your property (which you must pay on all rent that is collected).
 - c. A tenant administration fee – £12.50 per month for each property we manage or a one-off fee of £180 for each property where you ask us to find a tenant only. This fee includes all work we must complete relating to:
 - i. tenant's references (including identity, immigration and visa confirmation, credit checks, references from current or previous employers or landlords (and any other relevant information to assess whether the tenant can afford the rent)), negotiating contracts (amending and agreeing terms), and arranging the tenancy and agreement;
 - ii. a guarantor fee – covering credit-referencing and preparing a deed of guarantee as part of the tenancy agreement;
 - iii. a check-out fee – dealing with the return of the deposit at the end of the tenancy and checking the condition of the property against the original inventory; and
 - iv. for properties we manage and collect rent for only:
 1. a renewal fee – negotiating the contract, amending & updating terms & arranging a further tenancy & agreement; &
 2. a rent reminder fee – sending reminder letters if rent is not paid in line with the tenancy agreement.
 - d. A fee for reviewing the tenancy – £45 for reviewing the tenancy and rent before any tenancy agreement ends, or every year if the fixed term has ended and no new agreement has been signed for another fixed term, and for preparing any new tenancy or other documents you need. We will pay you this money back if you or your tenant gives us notice that you or they are going to end the tenancy, within 30 days of receiving the review documents.
 - e. A fee for selling your property – If a tenant we introduce to the property (or any person or organisation associated with that tenant) buys the property before or after entering into a tenancy agreement, you must pay us commission of 2% of the sale price (minimum £1000).
 - f. A fee for additional services – We have the right to charge you separately for any services we provide outside of this agreement, in line with our usual business charges. You can ask us for more details of this.
 - g. VAT – You must pay us VAT on any of our fees, at the current rate.
 - h. Insurance – If we provide you with any insurance products, the price we quote will include our commission.

Our charges will not change in the first 12 months of the start of this agreement. After this, if we do make any changes, we will give you at least 28 days' written notice.

14. You must:

- a. give us instructions within a reasonable period;
- b. sign any contracts that we reasonably give you;
- c. allow us access to the property; and
- d. keep to your legal responsibilities, including those you have under regulations relating to gas safety, furniture and furnishings, electrical equipment and installations, energy performance of buildings, HMO (houses in multiple occupation), selective licensing, right to rent and deposits, and the Taxes Management Act 1970 or any new regulation or law. You must tell a legal advisor if your tenant does not pay you any money they owe you or if they break the tenancy.

15. We will inspect the property at least twice a year for any obvious problems.

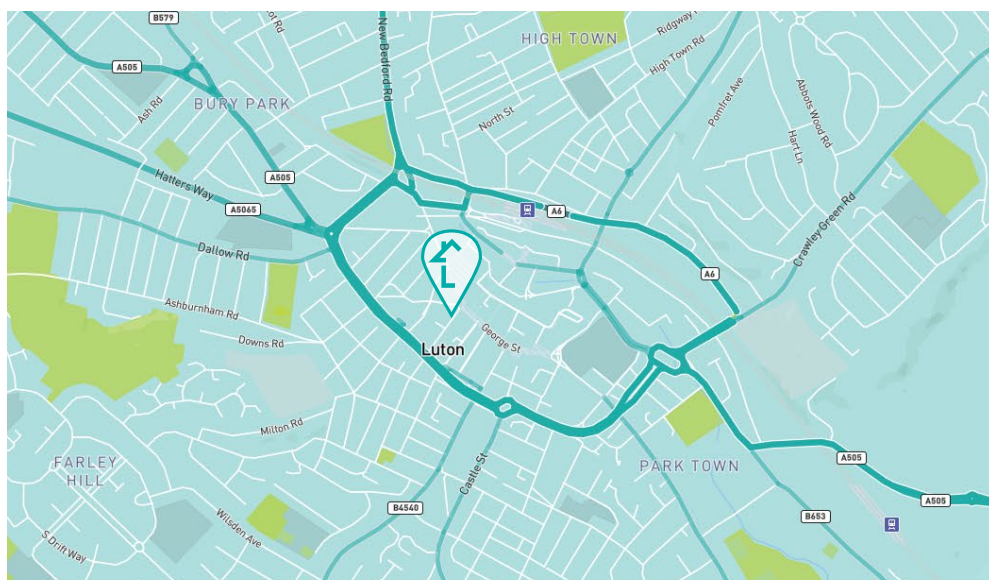
16. We will pay the costs of maintaining the property from the rent we receive and will contact you if we need any more money. We can also arrange for essential repairs on the property without your permission, if this is an emergency.

17. We treat everyone equally. We will not discriminate against anyone for any reason.

18. We respect your privacy. You can see our privacy policy at www.lenwell.com/privacy-statement.

19. This agreement is governed by English law. Copyright laws apply to all brochures, forms, letters and other documents we give you, including these terms and conditions.





Lenwell Head Office

8 Wellington Street
Luton LU1 2QH

T: 01582 616263
F: 0870 0941773
luton@lenwell.com
www.lenwell.com

Lenwellproperty
 LenwellPropertyServices

Lenwell Bedford

103 High Street
Bedford MK40 1NE
01234 272662
bedford@lenwell.com

Lenwell Dunstable

2 West Street
Dunstable LU6 1SX
01582 543680
dunstable@lenwell.com

Lenwell Hitchin

12 Sun Street
Hitchin SG5 1AE
01462 453464
hitchin@lenwell.com

Lenwell Luton

8 Wellington Street
Luton LU1 2QH
01582 616263
luton@lenwell.com

Lenwell Milton Keynes

302 South Row
Milton Keynes MK9 2FR
01908 359499
miltonkeynes@lenwell.com

Lenwell Northampton

168 Wellingborough Rd
Northampton NN1 4DU
01604 620330
northampton@lenwell.com

Lenwell Stevenage

01438 722 888

Lenwell Biggleswade

01767 313 900



Zoopa

onTheMarket.com

PrimeLocation.com

