

Property Management Service

Terms and Conditions of Business and Fees (Page 1 of 1)

'The Client': _____

'The Property': _____

Contact Address: _____

Daytime tel: _____

Mobile: _____

Home tel: _____

Email: _____

Contents: Furnished Unfurnished

Tenancy Start Date:

1. Property Management Service

1.1 The Management Service includes all the provisions and terms of the Residential Lettings Terms and Conditions of Business and Fees in addition to those set out below.

1.2 Harper Finn's Fee for the Property Management Service during the Initial Period is **£599 including VAT, per annum**.

1.3 Harper Finn's Fee for the Property Management Service on any renewal, extension, hold-over or new agreement with the tenant is **£599 including VAT, per annum**.

1.4 The Property Management Service Fee is taken annually in advance. The minimum period of appointment to manage The Property is twelve months.

1.5 This Property Management agreement can only be terminated after the minimum period by either party giving one month's notice to the other. On the expiry of such notice, Harper Finn will revert to Residential Lettings Terms and Conditions of Business and Fees.

1.6 Harper Finn will NOT refund any Fees paid if the Property Management Service is terminated by The Client within the pre-paid period. 1.7 Harper Finn will refund Fees paid if the Property Management Service is terminated by Harper Finn, on a Pro-rata basis.

2. Transfer of Utilities

2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Harper Finn will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.

2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Harper Finn cannot be held liable if services are disconnected or are not transferred by the utility companies.

2.3 At the end of the tenancy, Harper Finn will contact the service companies and request transfer of responsibility for the service accounts. Harper Finn will pay bills received from monies held on The Client's behalf until The Property is re-let. Harper Finn cannot be held liable should the service companies cut off the services for whatever reason.

3. Repairs and Maintenance.

3.1 Harper Finn will attend to the day-to-day minor repairs and maintenance of The Property and its contents.

3.2 Harper Finn will contact The Client for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).

3.3 However, in emergencies and where Harper Finn consider it necessary, Harper Finn will act to protect The Client's interests without consultation.

3.4 If the cost of any work exceeds £2000 an administration charge of 12% of the invoice will be made.

4. Dealing with Third Parties

4.1 Harper Finn will liaise where necessary with The Client's accountants, solicitors, superior landlords, managing agents and mortgagees.

5. Payment of Outgoings

5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable Harper Finn to meet any expenditure on The Client's behalf.

5.2 Harper Finn cannot undertake to meet any outgoings beyond the funds Harper Finn hold. If Harper Finn do not hold funds to settle an invoice in full, Harper Finn may provide The Client's contact details to the supplier so that they can apply to The Client for payment.

5.3 Where instructed by The Client and where Harper Finn hold sufficient funds, Harper Finn will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received by the Property Management office. Harper Finn will endeavour to query any obvious discrepancies, however, it must be understood that Harper Finn are entitled to accept and pay, without question, demands and accounts that Harper Finn believe to be in order.

6. Management Inspections

6.1 Harper Finn will NOT undertake an inspection of the property within our standard Fee. Harper Finn will arrange (upon request) for any amount of inspections that The Client requires using a third-party contractor. The cost of these inspections will be met by The Client.

7. Check-Out and Deposit

7.1 Harper Finn will send The Client a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, The Client must finalise any further deductions with Harper Finn within ten days of termination of the tenancy so that Harper Finn can meet obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by the (DPS) Deposit Protection Service which require The Client and Harper Finn as agents to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should The Client fail to finalise deductions with Harper Finn within ten days, Harper Finn reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with the (DPS) Deposit Protection Service regarding deductions made from the deposit, The Client agrees to transfer the disputed funds to the (DPS) Deposit Protection Service within ten days of being asked to do so.

7.2 Harper Finn will not accept responsibility for the failure of any item of claim which is a result of The Client's failure to provide the necessary information to Harper Finn within the requisite time.

8. Management While the Property is Vacant

8.1 During void periods, Harper Finn will continue to manage The Property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If The Client requires supplies to be turned off or disconnected during this period, Harper Finn must receive instructions in writing and will arrange for the required contractor to attend at The Client's expense. The Client is also advised to contact his/her insurance company should The Property be empty for longer than 30 days.

9. Insurance

9.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, Harper Finn are unable to arrange on The Client's behalf: insurance, notify insurer of claims or to complete documentation relating to those claims.

10. Key Holding Service

10.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

The Client confirms that the above information is accurate and that The Client has read and understood the terms and conditions contained within this document. The Client understands that he/she may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that The Client wishes Harper Finn to commence its Property Management Service. The Client accepts that in signing this document The Client is bound by its entire contents.

Signed:
(The Client)

Name:

Date: