



2let2U Ltd | 20 - 26 Eldon Street Barnsley S70 2JB

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We would like to introduce ourselves to Landlords and Property Managers as 2let2U.

2let2U is a Barnsley based, growing residential lettings agency seeking Landlords with whom to build a long lasting and beneficial relationship. The Directors have a combined wealth of over 15 years' experience in residential lettings. We personally own our own properties in the South Yorkshire area and we successfully manage these properties amongst many others. We differ greatly from large commercial lettings agents and we pride ourselves on the basis that there are no upfront fees and we get paid on results!

Currently we provide a couple of different letting and property management schemes, with different levels of cost:

1. Full management of single accommodation units:

This is where a whole single self-contained unit is let to a single tenant. These units are standard houses/flats whereby tenants would typically be granted minimum six-month contracts and are responsible for all bills. This is a common service provided by most agents at a fee of 12% (Including VAT). 2let2U's standard fee is 12% of gross rent (Including VAT).

2. Full management of houses in multiple occupations/shared accommodation (HMO's):

The management of this type of accommodation is more intense and includes paying for the utilities required to run the accommodation. 2let2U's standard fee is 18% of the gross rent (Including VAT).

Our Fees

We will provide a quality service that will be demonstrably second to none. In order to cover the advertising and administration costs ensuring your property receives the best and fastest possible let, once there is a long-term tenancy entered into, furnished or unfurnished, 2let2U's flat fee will be £120 (Including VAT) for a self-contained unit or £60 (Including VAT) for shared accommodation.

2let2U will be submitting your tenants deposit money to the DPS (The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS13 8AE, contactus@depositprotection.com, 0330 303 0030) there will be a charge of £30 (Including VAT) for 2let2U to make this submission. In continuation, if in the event of the deposit/bond money to DPS being disputed by the occupant/tenant and a statutory declaration is required, a cost of £30 (Including VAT) will be required to follow this procedure.

From our research we consider our rates to be highly competitive with no hidden costs (fees and commissions outlined in section 24).

1. DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Agent" means 2let2U Ltd of 20 – 26 Eldon Street, Barnsley
- 1.2 "Landlord" means any person who purchases Services from the Agent;
- 1.3 "Application Form" means a proposal, registration form, quotation or other similar object describing the agency Services;
- 1.4 "Services" means the agency services as described in the Application Form;
- 1.5 "Property" means the property, which belongs to the Landlord and is to be let to the Tenant;
- 1.6 "Tenant" means the person contracted to rent the Property;
- 1.7 "Tenancy" means the period for which the Tenant is contracted to rent the Property;
- 1.8 "Fees" means the agency commission due to the Agent from the Landlord for providing the Services;
- 1.9 "Deposit" sum of money retained by the Agent from the Tenant for the period of the Tenancy to cover any dilapidations;
- 1.10 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.11 "Agreement" means the contract between the Agent and the Landlord for the provision of the Services incorporating these Terms and Conditions;
- 1.12 "Mediator" is the party nominated to resolve a dispute between the Agent and the Landlord.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Landlord and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall be attached to any Application Form and signed and returned to the Agent by the Landlord.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3. APPLICATION FORM

- 3.1 The Application Form is attached to these Terms and Conditions.
- 3.2 The Application Form shall remain valid for acceptance for a period of 30 days.
- 3.3 The Application Form must be accepted by the Landlord in its entirety.
- 3.4 The Agreement between the Agent and the Landlord, incorporating these Terms and Conditions, shall only come into force when the Agent confirms acceptance in writing to the Landlord.

4. SERVICES

4.1 The Services are as described in the Application Form.

4.2 Any variation to the Services must be agreed by the Agent in writing. 20 - 26 Eldon Street, Barnsley;

4.3 The Services shall commence and finish on the dates specified on the Application Form unless terminated according to the terms of this Agreement.

4.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

5. PRICE AND PAYMENT OF FEES

5.1 The price for Services is as specified in the Application Form and is inclusive of VAT and any other charges as outlined in that document.

5.2 The terms for payment are as specified in the Application Form.

5.3 The Agent shall pay the rental payments for the Property to the Landlord monthly in accordance with the terms set out in the Application Form.

5.4 The Agent shall deduct the Fees and any other expenses incurred by the Agent on behalf of the Landlord prior to making over rental payments as described in Condition 5.3.

5.5 Where there are sums due to the agent that have not been deducted in terms of condition

5.3 The landlord must settle all payments for Services within 30 days from the invoice date.

5.6 The Landlord will pay interest on all late payments at a rate of 2.5% per annum above the base lending rate of HSBC Bank.

5.7 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Landlord where any payment due to the Agent is late.

5.8 The Landlord is not entitled to withhold any monies due to the Agent.

5.9 The Agent is entitled to vary the price to take account of:

5.9.1 Any additional Services requested by the Landlord which were not included in the original Application Form;

5.9.2 Any reasonable increase in hourly, daily or set rates, if applicable; and any variation must be intimated to the Landlord in writing by the Agent.

6. TENANCY AGREEMENT

Unless otherwise instructed by the Landlord, the Agent shall provide a standard tenancy agreement for the Tenancy and the Landlord shall meet the fees for drawing up this document as stipulated in the Application Form. Should the Landlord wish to instruct their own solicitor to provide a Tenancy Agreement they shall be liable to meet the expenses incurred in this respect.

7. LANDLORD OBLIGATIONS

- 7.1 The Landlord agrees to co-operate with the Agent as may be required.
- 7.2 If appropriate, the Landlord agrees to obtain permission from his/her mortgage company to let the Property and shall provide written proof to the Agent that this permission has been obtained.
- 7.3 The Landlord agrees to notify his/her insurance company of their intention to let the Property and maintain such cover as is necessary throughout the period of the Agreement.
- 7.4 The Landlord authorises the Agent to negotiate with the insurance company in respect of any claim and agrees to pay any fees for such work as will be determined by the Agent.
- 7.5 The Landlord authorises the Agent to carry out any repairs, maintenance work or incur any other relevant costs as the Agent deems necessary up to the limit of £300.00 (including VAT) each month of the Agreement.
- 7.6 The Landlord shall notify all relevant authorities and service providers of the Agent's interest prior to the Agreement commencing.
- 7.7 The Landlord shall not have any utility services disconnected prior to the start of the Tenancy.
- 7.8 The Landlord shall remain responsible for the security and well-being of the Property during vacant periods.
- 7.9 The Landlord undertakes to take all necessary steps to ensure compliance with the relevant statutory undertakings.
- 7.10 The Landlord must provide the Agent with a comprehensive inventory listing the contents and condition of the Property or meet the costs of the Agent preparing such a document. 2let2U's costs for providing an inventory are £150 (Including VAT).
- 7.11 If the Landlord is a non-resident landlord, it is their responsibility to provide their NRL reference number and any other relevant paperwork to 2let2U, so that the appropriate action can be taken.

8. AGENT OBLIGATIONS

- 8.1 The Agent shall supply the Services as specified in the Application Form.
- 8.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- 8.3 The Agent shall take all reasonable steps to ensure the suitability of Tenants, including obtaining appropriate references and evidence of identification and employment if applicable, but does not accept any responsibility for the ultimate conduct of any Tenant.
- 8.4 The Agent shall endeavour to collect all rents on their due date but cannot be held liable for non-payment or late payment of rent and the Landlord is advised to hold adequate insurance policies to cover such situations should they arise.
- 8.5 The Agent shall notify the Landlord as soon as is reasonably practicable of any breach by the Tenant of any terms of the Tenancy agreement but the Landlord is responsible for pursuing any remedy against the Tenant including the costs of any legal action.
- 8.6 The Agent will endeavour to obtain a Deposit of up to 5 week's rent from the Tenant on behalf of the Landlord prior to the commencement of the Tenancy, which shall be deposited with the Landlord's chosen Tenancy Deposit Protection Scheme.

8.7 At the end of the Tenancy the Agent shall perform an inventory check on the property and notify the Tenant and Landlord of the amount of Deposit due to be returned to the Tenant less any expenses for damaged or missing items, and, should this figure be agreed by both parties, the Agent shall action payment of this sum to the Tenant.

8.8 In the event of a dispute between the Landlord and Tenant over the amount of Deposit to be returned the Landlord shall be responsible for seeking resolution to the conflict in terms of the Tenancy Deposit Scheme regulations and shall meet the costs of any such action. If the Agent accepts to act on behalf of the Landlord the Agent shall be entitled to charge a fee to be determined by the Agent at the time of the additional work.

8.9 The Agent shall serve all appropriate statutory notices in relation to and for the duration of the Tenancy.

8.10 The Agent shall transfer rent to owner/landlord on or around 28th each month unless specific dates are requested and agreed.

8.11 The Agent may be required to provide HMRC the annual income of any of our landlords due to our obligations as an lettings agent.

9. THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008

It is the Landlords responsibility to check the descriptions of the Property in the schedule provided by the Agent, on the website and on other relevant marketing material and notify the Agent of any amendments required. The Landlord shall indemnify the Agent and any other associated parties against any claim made in respect of any miss-description that arises out of the Landlords failure to adhere to this condition.

10. TERMINATION

10.1 Should the Landlord wish to terminate this Agreement for reasons other than those described in Condition 10.3 and Condition 10.5 of these Terms and Conditions the Landlord is required to give the Agent three month's written notice of the termination with any such notice only being acceptable if a minimum of six months has occurred since the start, or re-let, of the existing Tenancy.

10.1.1 If the Landlord or Landlords new agent does not claim the property within 28 days since the end of the notice period, the agent will see this as the notice to be void and management of the property will resume as normal and a new three month written notice of termination will be required.

10.1.2 In the event that the Landlord seeks to cancel the Agreement for Services with immediate effect the Landlord shall be responsible to pay the Agent a cancellation fee equal to £420 (including VAT) per tenancy.

10.2 The Agent is required to give the Landlord one month's written notice to terminate this Agreement.

10.3 The Landlord may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of eight weeks after notification of non-compliance is given.

10.4 The Agent may terminate the Agreement if the Landlord has failed to make over any payment due within four weeks of the sum being requested.

10.5 Either party may terminate the Agreement by notice in writing to the other if:

10.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

10.5.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

10.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

10.5.4 the other party ceases to carry on its business or substantially the whole of its business; or

10.5.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10.6 In the event of termination the Landlord must make over to the Agent any payment for work done and expenses incurred up to the date of termination.

10.7 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

10.8 Transfer of contract, In the event 2let2U Ltd will begin one of the following: a. Joint venture with a different company, b. Franchise agreement, c. Business procurement or sell on to a different party/company, d. Merging with a different party/company, The owner/landlord will be notified 2 months' prior of any such event/transaction in writing. Should such event/transaction take place the owner/landlord will be governed by standard 2let2U terms and conditions.

11. MEDIATION

11.1 Any dispute arising under this Agreement will be referred to and decided by the Mediator.

11.2 The Mediator will be appointed by application to The Property Ombudsman (TPO), National Association of Estate Agents (NAEA) or Association of Residential Letting Agents (ARLA).

11.3 A party wishing to refer a dispute to the Mediator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Mediator within seven (7) days of this intention being intimated.

11.4 The Mediator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Mediator must reach a decision within twenty eight (28) days of referral or such longer period as the parties may agree.

11.5 During the period of mediation both parties must continue with their obligations as stated in this Agreement. The Agent six month's written notice of the termination with any such notice only being

11.6 The decision of the Mediator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

12. WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

13. LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Landlord or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Landlord's claim is first notified.

14. INDEMNITY

The Landlord shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Landlord's breach of any of its obligations under these Terms and Conditions.

15. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16. ASSIGNMENT

The Landlord shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

17. THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

18. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

20. NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21. ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

22. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

23. SPECIAL CLAUSES

NONE.

24. FEES & COMMISSIONS (VAT INCLUDED)

24.1 The fees for full management of self-contained apartments or houses will be 12% (including VAT) of the gross incoming rent.

24.2 The fees for the full management of shared rooms or bedsits will be 18% (including VAT) of the gross incoming rent.

24.3 It is a legal requirement to have an EPC on your property. If your property does not already have an EPC 2let2U will arrange one to be conducted on your behalf. The standard charge for an EPC is £75 (including VAT), unless it is agreed that the landlord will be responsible for providing this annually and in this respect, 2let2U must receive a copy within 7 days of the renewal date.

24.4 A gas certificate supplied by a 'gas safe' registered engineer is also required every 12 months for any gas appliances and 2let2U will arrange this at a minimum cost of £80 (including VAT), unless it is agreed that the landlord will be responsible for providing this annually and in this respect, 2let2U must receive a copy within 7 days of the renewal date.

24.5 2let2U ltd will instruct a contractor to fit smoke and carbon monoxide detectors that the property is legally required by law to have for it to be let, the cost of this will be £40 (including VAT) per device provided.

24.6 Electrical certificates need to be renewed every time a new tenant moves in or every 5 years as per government legislation, this will be a charge of £120 (including VAT). If the certificate comes back unsatisfactory and remedial works are needed to satisfy the certificate a quote will be sent to you via email for consent, unless it is agreed that the landlord will be responsible for providing this annually and in this respect, 2let2U must receive a copy within 7 days of the renewal date.

24.6.1 If the property will be provided with any electrical appliances, legally a PAT test is required to be carried out on each appliance in the property, the cost of this will be £85 (including VAT) or more depending on the amount of appliances provided in the property.

24.7 We offer a quarterly/bi-annual/annual inspection and checking that the tenants are keeping your property in good condition which you need to opt-in via email. The fee per inspection will be £48 (including VAT)

24.8 2let2U may apply a 20% referral fee to any quotes/ immediate works carried out by any contractors that attend your property to deal with maintenance issues.

APPLICATION FORM

NAME OF AGENT:

2let2U Ltd

BUSINESS ADDRESS OF AGENT:

20 - 26 Eldon Street, Barnsley, S70 2JB

NAME OF LANDLORD:

.....

CONTACT DETAILS OF LANDLORD:

TELEPHONE:

MOBILE NUMBER:

EMAIL ADDRESS:

BANK ACCOUNT DETAILS:

ACCOUNT NAME:

ACCOUNT NUMBER:

SORT CODE:

DETAILS OF PROPERTY TO BE LET:

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

Name:	Name:
Signature:	Signature
Date:	Date:
For on behalf of 2let2U Ltd	For on behalf of the Landlord(s)

Notice of the Right to Cancel

2let2U ltd are obliged to advise all clients of their right to cancel any agreement to market their property within an initial 14 day cooling off period from the signature date on the agency agreement. The right to cancel applies where the agreement is signed in the client's home, rental property, place of work or by electronic communication.

This right can be exercised by delivering or sending (including by email) a cancellation notice to the person/company mentioned in the following paragraph within 14 days, the notice effective from the date the notice is served.

I understand that I can request 2let2U ltd to commence immediate marketing of my/our property and that I will not lose my right to cancel, however, I will be liable for any costs which you, as agent have incurred. This cost will not exceed the sum of £200 (Including VAT).

I/We acknowledge receipt of the above conditions.

Date:

Landlord(s) Name:

Landlord(s) Signature:

Property Address:

I/We hereby instruct you to commence immediate marketing of the above mentioned property.

Date:

Landlord(s) Signature:

The form below may be used to cancel the signed contract between the named client and 2let2U ltd as per the above advisory.

Cancellation Notice to be included in the Notice of the Right to Cancel. If you wish to cancel the contract you must do so IN WRITING and deliver personally or send an email from the email address given for the owner(s), to 2let2U Ltd.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

Cancellation Notice

To 2let2U ltd,

Please be advised that I / we hereby give notice that I / we wish to cancel the contract in relation to, exercising my / our right under the 14 day cooling off period.

Landlord(s) Name:

Landlord(s) Signature:

Date: