

Lettings Terms and Conditions & Disclaimers

Contract Conditions

The Agent

- ✓ The Agent's fee is payable within 5 days of the tenancy agreement start date each month.
- ✓ The Agent's fee is payable by standing order per calendar month or deducted from the rent payable if collected by the agent.
- ✓ Additional time undertaken by the agency will be charged at £20.00 per hour, for example, attending at court, dealing with emergencies in the absence of the landlord, unless otherwise agreed in writing by both parties. Additional time will not be undertaken without permission of "the Landlord". Unless undertaken in an emergency.
- ✓ An additional one-off fee of £50 may be charged for the service of rent collection on a permanent basis.
- ✓ The Agent will proactively advertise and promote the property both in the local press and agency nominated web-sites.
- ✓ No responsibility is taken by the Agent should false information be passed to them by the Landlord or 3rd party agents.
- ✓ The Agent will undertake to the Property Misdescriptions Act 1991.
- ✓ The Agent will undertake an inventory on the tenant moving in. This inventory is prepared as an "as seen snapshot" of the property and its contents at the time of the inspection, and as such, is compiled as a fair "snap shot" of property's internal condition, it's contents and condition of the garden only and should not be used as an accurate description, or as a property survey report. Landlords have the opportunity, along with tenants, to comment on the property conditions form and make amendments/comments to the Agent.
- ✓ Advertising and the timing of advertising is to the discretion of the Agent.
- ✓ If the property is sold to a tenant, tenant's relative or introduced by the tenant then 1 ¼% of the purchase price is payable to "the Agent".
- ✓ Termination of the contract can be given on change of tenancy free of charge
- ✓ Termination during a tenancy will charged for at a fee of £200.
- ✓ If there is outstanding monies the agent will deduct said owed monies from the next rent collected.
- ✓ The agent reserves the right to have the property cleaned and deduct this money from rent received, as appropriate.
- ✓ Can deduct from the .bond their commission on rent owed to the landlord before landlords costs are-imbursed.
- ✓ The Agent has the final decision on sending the bond to dispute.
- ✓ The Agent is not responsible for any damage done to the property by the tenant, tenants visitors, contractors or burglary.

The Landlord

- ✓ The Landlord is responsible for keeping the properties in a good rental condition.

- ✓ The Landlord is responsible for checking and correcting, if necessary, on the web site contents, check in forms, property inventories and any other information provided to them by Step Estates.
- ✓ The Landlord is responsible for maintenance of the property, which includes those stated in the tenancy agreement together with any white goods left in the property.
- ✓ The Landlord is expected to carry out repairs/maintenance on within tenancy and on change of tenant within an acceptable timescale to avoid rent loss.
- ✓ The Landlord must inform the Agent immediately of any rent arrears, if this is being dealt with by the landlord.
- ✓ The Landlord is responsible for adhering to their "Landlords Responsibilities" as set out in the Assured Shorthold Tenancy in accordance with the Housing Law Act 2004.
- ✓ Termination of the contract can be given on change of tenancy or for a fee during the tenancy.
- ✓ The Landlord has been recommended that a smoke detector is fitted. Fitting of the detector is the landlord's responsibility the testing of the alarm is the responsibility of the tenant, under the terms of the AST.
- ✓ The Landlord is responsible for ensuring the tenant has a copy of the landlord's gas certificate within 28 days of moving into the property.
- ✓ The Landlord is responsible for providing an EPC certificate.
- ✓ By becoming a Step Estates Landlord the landlord confirms that the electrical wiring in the property is to an acceptable standard to let the property.
- ✓ The Landlord will pay the Agent 1 ¼ % commission should they decide to sell the property to the tenant or any previous tenants or person/s introduced by the Agent or tenant.
- ✓ The Landlord must produce the agent with evidence of buildings insurance or similar, which must include cover for emergency accommodation for tenants due to fire, flood and such incidents as is necessary to re-house tenants.
- ✓ The Landlord must inform the agent, when they are going to be away from home, for example on holiday. This is so that provision can be made for emergencies.
- ✓ The Landlord must settle any accounts within 7 days of receipt of any invoices received, including invoices from the agent's contractors. Failure to pay within this timescale may incur £20 administration charges to the landlord.
- ✓ The Landlord is responsible for making arrangements for property repairs during out of hours and bank holidays, unless arranged in writing with The Agent.
- ✓ The Landlord agrees that inventories are done by Step Estates, this is not a full condition report of the property. This, if required, must be provided to Step Estates by the Landlord, or alternatively, done by an independent inventories company, which the Agent can organise at an additional cost to the Landlord.
- ✓ The Landlord is responsible for checking the Step Estates website for changes to terms and conditions.