

Terms and Conditions of Business

Market Appraisal

This appraisal is given without any obligation to provide you with an indication of the rental price we would hope to achieve on the open letting market.

Rental Figure

This figure is usually exclusive of all utility bills unless previously stated, but should include any outgoings for which you are responsible such as ground rent and service charges.

Tenancy Agreement and Administration fee

Unless otherwise instructed, we will provide our standard Assured Shorthold Tenancy Agreement.

We provide two services to our Landlords:-

- Tenant Finding Service

We will market your property to find suitable tenants via our database of potential tenants, advertise on www.rightmove.co.uk and www.letnest.co.uk, as well as regular advertising in the local community news.

All prospective tenants are interviewed and references are collected. On receipt of suitable references we will prepare a Tenancy Agreement. We take an administration fee from prospective tenants when it is agreed that they will take the tenancy, subject to suitable references being obtained.

In the event of the tenants deciding not to proceed, we will retain this as a contribution towards our costs. This also constitutes a tenant's charge towards the Tenancy Agreement if the matter does proceed. If the landlord withdraws once references have been requested, the prospective tenants are repaid the initial administration fee. In the event of you withdrawing the property from the market for any reason, other than unsatisfactory references (once a let has been agreed in principle) we would look to recover such costs from you. You can give us seven days notice in writing to terminate instructions at any time.

As of April 2007, Landlords are not able to hold their tenants' deposits – it must be held as part of a government approved scheme. Under the Tenancy Deposit Scheme, all deposits in respect of managed and unmanaged property are held in the Deposit Protection Scheme client account. The new scheme is complicated and we are legally obligated to give you details of this, these details can be viewed in our office. If there is a dispute and it has not been resolved within 10 days of the tenant's vacation inspection, the dispute can then be passed to an independent case examiner. If you do not register with a Tenancy Deposit Protection Scheme, you could forfeit the deposit in full and pay compensation to the tenants. For each letting we recommend a deposit of six weeks rent.

Our fees for the above service will be one full months rent.

- Fully managed service

This is the most common service landlords choose, where we manage the letting for you. In addition to the above service (i), we will collect the monthly rent on your behalf; pay any bills or invoices for you. We will inspect the property after 3 months and thereafter every six months, or more frequently if necessary. In addition, we organise all repairs and maintenance. Repairs up to the value of £200 will normally be initiated without consultation, but greater expenditure is discussed with the landlord and this can be varied by request. We have a range of contractors whom we usually use, but if you have any regular workmen, we will be more than happy to instruct these.

As part of our management service, we will use our best endeavours to collect the rent and although we do not guarantee payment, we can provide details on insurance policies that do. We account monthly and accordingly you will be provided with management statements.

The fully managed service will be charged at an initial ??% of the first months rent one off fee to set the tenancy agreement up, this charge covers all the services found in the tenant finding service. Then there will be an ongoing charge of ??% of the rental yield collected after the first of each month.

All of the above fees are based on us acting as your sole agents

Marketing

As well as local advertising, your property would also appear on our website www.letnest.com, and www.rightmove.co.uk – both of which are updated on a daily basis.

Inventory and Schedule of Condition

We insist that an Inventory and Schedule of Condition are produced for every property. This should include a comprehensive report including contents, the overall condition of the property, as well as photographic evidence. This is imperative in the event of a dispute.

It can be a very time consuming exercise to produce this document. Nest can offer the basic Schedule of Contents and Condition, at a charge of £???

Landlords' responsibilities

Under National Legislation, you are required to carry out both gas and electrical safety checks annually. These checks include central heating systems, gas appliances, together with any electrical appliances to be left at the property. It is necessary to ensure that contractors carry the correct certification and relevant insurance.

In the event of emergency repairs, or if the landlords chosen contractor cannot carry out the repair in a reasonable length of time, we reserve the right to use our own contractors for which the invoice will be borne by the landlord.

The Fire and Furnishings (Fire) (Safety) Regulations 1998 (as amended in 1993)

If you have any soft furnishings that you plan to leave in the property, they must meet current standards. You will usually find these fire safety tags somewhere on the item. If these tags are absent, the item of furniture must be removed from the property. Items include mattresses, sofas, upholstered chairs and cushions for example.

Smoke Detection Act 1991

Any properties built after June 1992 must have mains, interlinked smoke detectors on each floor. We recommend that ALL other properties have battery operated smoke detectors, which should be fully functional at the beginning of each let.

We reserve the right to refuse to let a property if we feel it is hazardous in any way.

Leasehold Properties

If you have a leasehold property, you will require consent to let from the Freeholder, or consent in your Head Lease. Nest requires a copy of the Head Lease to give to incoming tenants as they should be made aware of any specific rules specified in the Head Lease.

Terms of management appointment

For managed properties, Nest requires two months notice to end their contract after the initial six month period. This will not be applicable to vacant properties or unless previously arranged with Nest. Please note Nest reserve the right to terminate our service to any landlord with immediate effect with due cause.

Tax

Nest recommend that all Landlords seek guidance from an accountant or tax adviser as the tax office views rental income as unearned and will need to be declared.

Mortgage

You will have to notify your mortgage company (if you have one) of your decision to let the property. They will need to give you written consent before you can commence letting your property. Sometimes they may impose certain restrictions upon you, such a type of tenant or conduct. We recommend that you have a least one month's mortgage money available in your account. With the best will in the world, sometimes rent is late, and this will stop you incurring unnecessary fees

Legal Costs

Nest recommend that all landlords have Rent and Legal Protection Insurance. We also highly recommend that not only to you take out buildings insurance, but that you have contents insurance too – even if it's an unfurnished property. We can recommend specialist landlord insurances which include both of these, plus some legal cover. Please ask for further details.

Selling to a Tenant

If a tenant, introduced by us, purchases the property, we will be due an introduction fee of 1.25% of the selling price. This fee is payable on completion.

Notices

We will serve (Section 21) notices to the tenant if you wish to regain possession of the property and with your written consent.

Indemnity

The landlord agrees to indemnify Nest as agents against any cost, expenses or liabilities incurred or imposed on Nest provided they were incurred on the landlord's behalf in the pursuit of their normal duties.

I ACCEPT THE TERMS AND CONDITIONS STATED AND WOULD LIKE NEST TO LET/MANAGE MY PROPERTY UNDER THE FOLLOWING SERVICE (please delete as applicable)

- Fully Managed
- Tenant Find
- Rent Collection

Address of the Property

Landlord(s) Name

Landlord Home Address

_____ Telephone Number	Email
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..... Signed by Landlord	Dated
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Bank Details

Address.....
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Account Number

Sort Code