



shefflets & sales

Award winning local **lettings** & **sales** experts

Letting Terms and Conditions of Business

Agency Agreement - Letting & Management

Please Return to Shefflets with a copy of your Passport and a Proof of Address and Proof of Ownership e.g. mortgage statement.

This Agreement is made between the Owner/s of the property as named at the end of this Agreement, hereinafter called "The Owner", and the Agency "Shefflets" acting as Agent for the Owner, and hereinafter called "The Agent".

A. The Service

1. Providing a rental valuation of the property, and offering advice as required.
2. Advertising and marketing the property, arranging/carrying out viewings, dealing with negotiations and dealing with negotiations and providing the details of a prospective tenant/s which you can then decide whether to accept or decline prior to the signing of the tenancy agreement.
3. Obtaining references and credit report.
4. Right to rent checks.
5. Preparing and signing as Agent for The Owner a suitable tenancy agreement in accordance with current law.
6. Preparing an inventory and schedule of condition (additional charge)
7. Advising on and assisting in the transfer of utility service accounts.
8. Collecting and registering a security deposit in accordance with current legislation or ensure a suitable deposit replacement scheme is in place. We use the DPS. Our number is D11524.
9. Receiving ongoing rental payments, preparing and forwarding a financial statement on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received.
10. Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1888 with regard to the inspection, maintenance, and keeping of records in respect of gas appliances in tenanted premises, The Owner being responsible for all costs involved.
11. Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire resistant standards of specified items supplied in the course of letting property, The Owner being responsible for all costs involved.
12. Advising on and ensuring compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (legislation.gov.uk) and The Electrical Equipment (Safety) Regulations 2016 (legislation.gov.uk) and other relevant legislation with regard to the condition and safety of electrical equipment and appliances in tenanted premises, The Owner being responsible for all costs involved.
13. Inspecting the property periodically to ensure compliance with the terms of the tenancy agreement and any other relevant legislation. Whilst our inspection visits are thorough, we are not qualified buildings surveyors. We would recommend a brief building survey at regular intervals by a qualified person (additional charge).
14. Arranging any repairs, maintenance or replacements to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, any expense will be discussed with the owner except in the case of emergencies.
15. Taking appropriate initial action in the event of rent arrears or any other breach of condition of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner who will be responsible for meeting any costs involved.
16. Liaising with the tenant on a routine basis, arranging renewals of the agreement or check-outs, re-advertising and re-letting to new tenants as appropriate.
17. Where an insurance claim is required, we cannot act on behalf of the property owner. This includes issues caused by common areas of flats, shared services and building claims.

B. Notes And General Terms

1. If a mortgage exists on the property, The Owner must obtain the lender's consent to let.
2. If The Owner is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let.
3. The Owner must ensure that adequate cover exists under buildings, contents and landlord liability insurance and must inform the insurers that the property is to be let.
4. The Owner hereby agrees to ratify all lawful actions taken by The Agent under this Agreement.
5. It is hereby agreed that The Agent may deduct from rental received all fees commissions charges and expenses payable or reimbursable to The Agent under the terms of this Agreement. The Agent shall be entitled to deduct from any deposit that may be paid by a tenant of the Landlord's property any fees or other monies properly due and payable by the said tenant to the Agent.

6. Where The Owner is resident in the UK income tax on rental from property is entirely The Owner's responsibility. However where The Owner is deemed to be resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental received and forward the same to the Inland Revenue.
7. This Agreement will remain in force for the fixed period of the AST and after this may be terminated by service of three months' notice by one party on the other. The Agent may terminate this Agreement forthwith and without service of notice in the event of any action or omission by The Owner which frustrates the continued performance of The Agent's Service hereunder.
8. In the event of a disputed deposit The Owner will be required to pay any upfront costs required to get the property back to a rentable condition. Any monies recovered from the deposit will be returned to The Owner once the dispute has been settled, this is vital to minimise any void periods.
9. We strongly recommend that portable appliance testing (PAT) is carried out on any freestanding electrical items let with the property, if this is not done The Owner will be liable for any harm / damage caused by faulty appliances.
10. Shefflets are proud to be members of the Property Ombudsman. Details of the scheme can be found at www.tpos.co.uk.
11. Legionella risk assessment is the responsibility of the landlord.
Please see: <https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>
12. There are specific laws relating to Smoke and Carbon monoxide detectors in rental properties.
Specific details can be found here <https://www.legislation.gov.uk/ukdsi/2022/9780348234978>

C. Fees

- a. Letting Fee equivalent to £360 inc VAT
- b. Management Commission equivalent of 15% inc VAT of rental received. If the monthly rental was £....., you will pay a fee of £..... inclusive of VAT.

The Letting Fee will be payable for each agreement granted to new tenants. An Administration Fee of £180 inc VAT will be payable on the occasion of each renewal of an existing agreement.

- c. Notice of the Right to Cancel

You have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days. This cooling off period comes into effect when the contract is signed away from the office. Notice of cancellation MUST BE IN WRITING and should be delivered or sent by post to Shefflets Ltd, 953 Ecclesall Road, Banner Cross, Sheffield, S11 8TN, or by email to admin@shefflets.com. Marketing will not start until the 14 day period is complete, unless it is confirmed in writing that you wish for the contract to begin. If costs incurred during this cancellation period are to be recovered, written agreement will be obtained for the specific costs prior to work commencing. Cancellation form attached.

D. Terms

Whilst we shall perform the services outlined and execute the service hereunder, we shall not under any circumstances be liable for non-payment of rent or any other outcome of a tenancy or for any legal costs resulting there from. Insurance policies are recommended to cover such risks.

I, the Owner, confirm that I have read this Agreement and wish to appoint Shefflets to act on my behalf in accordance with the Service, Notes & General Terms and Fees as herein laid out. I further confirm that I /we are the sole owner/joint owners of the property.

Full address of property to be Let and Managed:

Signed:

Print Name/s:

Date:

(If property is jointly owned all parties should sign)

Signed by or on behalf of Agent:

Date:

Agency Agreement - Letting Only Service

Landlord Copy

This Agreement is made between the Owner/s of the property as named at the end of this Agreement, hereinafter called "The Owner", and the Agency "Shefflets" acting as Agent for the Owner, and hereinafter called "The Agent".

A. The Service

1. Providing a rental valuation of the property, and offering advice as required.
2. Advertising and marketing the property, arranging/carrying out viewings, dealing with negotiations and dealing with negotiations and providing the details of a prospective tenant/s which you can then decide whether to accept or decline prior to the signing of the tenancy agreement.
3. Obtaining references and credit report.
4. Preparing and signing as Agent for The Owner a suitable tenancy agreement in accordance with current law.
5. Preparing an inventory and schedule of condition if required (additional charge).
6. Collecting the first advance rental and security deposit.
7. Shefflets are proud to be members of the Property Ombudsman. Details of the scheme can be found at www.tpos.co.uk.

If you require our Services beyond this point, please enquire about our Full Management Service.

B. Fees

Our fee for the Letting Only Service is £900 inc VAT or the first months rent, whichever is greater. This fee will become payable upon the signing by the tenant/s of the Tenancy Agreement as above, and will be deducted from the monies received by us as at 6 above.

Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of cancellation MUST BE IN WRITING and should be delivered or sent by post to Shefflets Ltd, 953 Ecclesall Road, Banner Cross, Sheffield, S11 8TN; or by email to admin@shefflets.com.

Any notice of cancellation is deemed served on the day that it is delivered, posted or sent. Cancellation form attached.

C. Terms

Whilst we shall perform the services outlined and execute the service hereunder, we shall not under any circumstances be liable for non-payment of rent or any other outcome of a tenancy or for any legal costs resulting there from. Insurance policies are recommended to cover such risks.

1. I, the Owner, confirm that I have read this Agreement and wish to appoint Shefflets to act on my behalf in accordance with the Service, Terms and Fees as herein laid out. I further confirm that I /we are the sole owner/joint owners of the property.
2. That I/we have been advised of my/our responsibilities for gas, furniture and fire, and electrical safety, and undertake to ensure compliance with the relevant legislation.
3. I, the Owner, confirm I will register the full deposit within 30days of it being paid as required by law, if this is not done the Agent Shefflets will not be responsible for any consequences that may arise.
4. I have read and understood the Important Regulatory Changes document in the Shefflets Information Pack and I have been offered a fully managed service. I have declined this service and have instructed shefflets on a Let only Basis.

Full address of property to be Let and Managed:

Signed:

Print Name/s:

Date:

(If property is jointly owned all parties should sign)

Signed by or on behalf of Agent:

Date:

Property Address:

Rental valuation: pcm per year

Deposit: Under UK law, the maximum deposit of 5 weeks rent will be taken.

Please selected the services you require. All of our fees are INCLUSIVE of VAT. The price you see is the total price you pay.

Full Letting & management
£360 + 15% of rent PCM

Tenant find only
£900 or one months rent, whichever is greater

Professional Inventory*
£180

Professional Checkout*
£120

Property inspection report*
£42

Rent guarantee warranty
£382.80 (inc VAT) per 12 months

Additional services

Gas certificate[†]
£90

Energy performance certificate EPC[†]
£96

Smoke & Carbon monoxide detector installation[†]
Price dependent on property

Electrical condition report[†]
£198

By signing this agreement you are also agreeing to the full terms and conditions contained in this document

Client name:

Signature:

*Compulsory on managed properties

†Mandatory - if we don't do supply copies/proof

Property information Sheet - Return to Shefflets

Property Details

Available from:

Full Address:

Property Type:

Alarm Code:

Parking: Drive Garage Parking Space On Street

Property Status: Fully Furnished Unfurnished Part Furnished Attic
 Tenanted Untenanted

If Tenanted, please give contact details here:

Tenancy Term: 6 months 12 months either

White Goods included: Oven Fridge Freezer
 Washing Machine Tumble Dryer Dishwasher
 Microwave Washer Dryer Other (please specify)

Will you allow any of the following: Pets Students Smokers

If will accept pets, what type?

Contents Insurance: Yes No
Would you like a quote for building and contents insurance?

Rent Guarantee Warranty Required: Yes No

Eligible for Deposit Replacement Scheme Yes No

Mains Services

Please supply the exact location of the following: Pay as you go meter Normal meter

Electricity Board:

Gas Stopcock:

Water Stopcock:

Council Tax Band:

Contractor:

Own contractor

Shefflets contractors

If own contractor,
please give details:

.....
.....

Management Company
details (if applicable):

.....
.....

Service Agreements - Please supply details of any service agreement (eg British Gas Homecare):

.....

Location of instruction manuals left in the property:

.....

Cleaner to be arranged:

Yes

No

Keys

Keys Provided:

Yes

No

Windows:

Yes

No

Postbox:

Yes

No

Parking Permit:

Yes

No

Landlord Information

Full Name:

.....

Mobile Number:

.....

Other Number:

.....

Email Address:

.....

Correspondance Address:

.....
.....

Proof of Ownership:

Yes

No

Photo ID:

Yes

No

Bank Details

Bank Name:

.....

Account Name:

.....

Sort Code:

.....

Account Number:

.....

NRL -

Overseas Landlord

Exemption Number:

(without this we will need to deduct non resident tax from your rent)

.....

ALL PAPERWORK MUST BE RETURNED BEFORE WE CAN MARKET ANY PROPERTY

Print Name:

.....

Signature:

.....

Date:

.....

Cancellation form for Consumer Contracts

To: Shefflets Ltd

I/we hereby give notice that I/we cancel my/our contract for the supply of the following service:

Ordered on received on:

Name of consumer:

Address:

Town/City:

Postcode:

Country:

Signature(s) of consumers:

.....

Please send the completed form to the address below.

Alternatively you can print the signed form and email to admin@shefflets.com.