



88-90 Warwick Road – Banbury – Oxon – OX16 2AJ
☎: 01295 267626 ✉: info@cherwellproperty.co.uk

LANDLORD LETTING INSTRUCTION FORM

FULL NAME(S) OF OWNER(S) _____ Mr / Mrs / Miss / Ms/ Dr

HOME ADDRESS _____

_____ Postcode _____

Contact Details: Home _____ Work _____ Mobile _____ Email _____

BANK ACCOUNT: Name _____ Account No _____ Sort Code _____

FULL ADDRESS OF PROPERTY _____

_____ Postcode _____

Type of Property - Please Delete As Appropriate

Number of Bedrooms: 1 2 3 4 5 House / Flat / Bungalow / Cottage / Other

Detached / Semi-Detached / Terraced / End of Terrace If Flat: Ground / First / Second Floor

Layout of Property (e.g. lounge, dining room, kitchen, etc.) _____

Brief contents of Property (e.g. carpets, curtains, furniture, etc.) _____

Is There a Telephone Line at the Property? YES/NO (if Yes what is present number _____)

Type of Cooker _____ Type of Heating _____ Smoker/Non Smoker _____

Garage Available - YES/NO Parking Space - YES/NO Garden - YES/NO - Front/Rear/Both

Animals Considered - YES/NO Children Considered -YES/NO

Council Tax (Band _____) Per Annum £ _____ Water Rates Per Annum £ _____

Electricity Provider _____ Gas Provider _____

Monthly Rent Required £ _____ Including/Excluding Water Rates

Deposit Required £ _____ Date Property Available _____

Period of Let – SIX / TWELVE Months Possibly Renewable – YES/NO No. of Keys _____

Can we place a "To Let" board outside the property – YES/NO Can we place your Property on our Website - YES/NO _____

How did you hear about our Company? _____

Please Indicate Type of Service Required: Letting Only Service / Full Management Service

I have read and understand the Terms of Business as printed overleaf and I agree that if I accept any Tenants through Cherwell Property Services Ltd I will pay the agreed commission

Signature(s) _____ Date _____



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1. The Agent will be unable to provide any services to the Landlord by way of advertising properties or negotiating with Tenants until the Landlord's Letting Instruction Form has been completed and signed by the Landlord.
2. The Agency reserves the right to charge the Landlord for any services provided in negotiating with Tenants, advertising the property, and showing the property to Tenants, where the Landlord declines to sign a Management Agreement and the Agent having completed those services. The charge for services will be made at an hourly rate and the Landlord provided with a full breakdown of the services provided at his request.
3. During the course of the Management Agreement the Agent will endeavour to contact the Landlord for instructions about any complaints raised by the Tenant, repairs necessitated at the property, the incurring of the costs of repair and/or ancillary expenses, payment of rent and the refund of the Tenant's deposit on termination of the tenancy, but reserves the right to take any necessary decisions and actions on behalf of the Landlord if there is any need to act quickly and the Landlord cannot be contacted. It is the Landlord's responsibility to keep the Agent informed at all times of any change of permanent address or contact address.
4. The Agent cannot be held responsible for any unilateral actions or decisions made by the Landlord or Tenant.
5. The Agent cannot guarantee or warrant that any tenancy will be free from the protection of the Rent Acts or that any tenant will not be entitled to any statutory security of tenure on the expiry of the contractual terms.
6. The Agent will remit rent monies, as collected from the Tenant, to the Landlord once every calendar month. The Agent reserves the right to deduct any fees, charges or expenses due or incurred under the terms of the Management Agreement from the said rent monies on a monthly basis but will account to the Landlord in full for any such deduction.
7. The Agent will make all reasonable efforts to collect the rent from the Tenant on a monthly basis but will not be liable to reimburse the Landlord for any rent which cannot be collected by reasonable means on the Tenant's default.
8. The standard charges made under the Management Agreement cover the normal amount of work which the Agent incurs in servicing the tenancy and in the normal administration of collection of rent and complaints, and repair of the property. The Agent reserves the right to charge for any services provided in excess of the Management Agreement terms but will notify the Landlord in advance of the charge to be incurred.
9. The Landlord may terminate the Management Agreement on giving three months notice to the Agency. The Agency will not release the Tenant's deposit to the Landlord without the consent of the Tenant having been obtained in writing and the agreement by both parties in writing that the Agency shall be released from their obligation under clause 6 (4) of the Tenancy Agreement to act as arbitrators in the event of any dispute.
10. If a Management Agreement is terminated the Agent reserves the right to charge the client the current Letting Only Fee (which is currently one month's rent plus VAT) and expenses incurred in relation to any lettings made as part of a Management Agreement.
11. Non UK residents only. Under Section 78 of the Taxes Management Act 1970 the Agent is obliged to pay on demand to the Inland Revenue (HM Collector of Taxes) tax at the standard rate on a client's net income from rents collected from properties under their management. No interest shall be payable on any monies retained.
12. The Agent reserves the right to increase the charges as stated in the Management Agreement once every six months and shall give notice to the Landlord of such change one month in advance of the increase being incurred.
13. The Agent will have the right to sign the Tenancy Agreement and all accompanying Notices, ancillary agreements and inventories on behalf of the Landlord unless the Landlord advises in writing that documents may not be signed on his behalf by the Agent.
14. The Agent is required by Law, since 6 April 2007, to ensure that the Tenants deposit is protected in an approved tenancy deposit scheme of which there are 3. The Agency has joined The Dispute Service which is an insurance-based scheme and this means that the Agent is allowed to hold the deposit in a Client Account. The deposit must be protected within 30 days of receiving the deposit and there are severe penalties if this is not done. Deductions can only be made from this deposit once a claim against it has been substantiated and agreed by the Tenant. In the event that agreement cannot be reached the Agent has two weeks to try to resolve it. After this time any of the parties can refer the matter to the Independent Complaints Examiner who will appoint an adjudicator. The disputed amount must be paid over to The Dispute Service whilst the matter is adjudicated and a decision will be made by the Independent Complaints Examiner within 15 working days of receiving the required paperwork. The disputed amount will be paid out in accordance with the adjudication within a further 10 working days. Any undisputed amount is returned to the Tenant immediately. The Agent will make an administration charge to the Landlord for this service. (There is also a custodial scheme managed by Computershare Ltd which is a free service but deposits have to be paid over to them and there is another insurance-based scheme run by Tenancy Deposit Solutions Limited who charge for this service).



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15. Let Only service – Deposit protection for continuing tenancies

[Note: We = the agent; You = the landlord]

TDS will contact you around two months before the expiry of the fixed term of an assured shorthold tenancy, to remind you that the tenancy will soon come to an end. It is your responsibility to check with the tenant whether they intend to stay at the property after the fixed term expires.

If the tenant intends to leave, you must notify us and the protection of the deposit will cease, automatically, at the end of the fixed term. At the same time, you can let us know if you want us to advertise your property.

If the tenant intends to stay, you must notify us in good time before the end of the fixed term, so that we can arrange for protection of the deposit to continue.

If you do not advise us

We will not arrange for the continuing protection of the deposit unless and until you instruct us to do so. If you do nothing, protection will lapse at the end of the fixed term, and you will have to pay a further Deposit protection Charge if you want to have the deposit re-protected. The tenant could take legal action against you, and claim up to three times the deposit in compensation, if you leave the deposit unprotected. We will not be liable to you for any Deposit protection Charges, court fees, legal fees and/or compensation if you do not instruct us to re-protect the deposit before the end of the fixed term. If you do not instruct us to re-protect the deposit, you must reimburse us for any Deposit protection Charge, court fees, legal fees and/or compensation that we have to pay as a result. We may deduct these sums from any rent that we receive on your behalf.

If you do not give us your instructions to re-protect the deposit, and the tenancy ends on or before expiry of the fixed term, the tenant will be entitled to claim repayment of their deposit in the usual way, with any unresolved disputes being referred to TDS for adjudication.

Contact details for TDS:

Tenancy Deposit Scheme PO Box 1255 Hemel Hempstead Herts HP1 9GN

Tel: 0845 226 7837 Fax: 01442 253 193 Email: member.relations@tds.gb.com Web: www.tds.gb.com

16. The Agent does not accept responsibility for any loss, damage, or injury to persons or properties arising out of the condition of the property let or damage done to the property by Landlord or Tenant and will accept liability only for wilful default in the carrying out of the agreed Letting Only and Management Services.

17. The Agent will obtain references as to the suitability of the proposed Tenant for the Landlord's property. Those references will be provided to the Landlord prior to the tenancy commencing. The Agent can give no warranty as to the suitability of the person who approaches the Agent as a potential Tenant for the property. The Agents only obligation is to obtain the necessary references.

18. If a property is sold to a Tenant introduced by Cherwell Property a fee of 1.0% of the sale price plus VAT will be charged on completion to the Landlord.