



# Antony Richards Property Services

Specialist Residential Letting Agents

Leasehold Property Managers

Chartered Surveyors

Agricultural Valuers

10 Market Place, Penzance, TR18 2JA

Tel: 01736 366544

Website: [www.antonyrichards.co.uk](http://www.antonyrichards.co.uk) Email: [office@antonyrichards.co.uk](mailto:office@antonyrichards.co.uk)

## CONFIRMATION OF MANAGEMENT INSTRUCTIONS

### Address of Property To Be Let

	Postcode

### Full Name(s) of Owner(s)

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### Contact Details of Owner(s) During Letting Period

	Postcode
Home Tel:	Mobile Tel:
Email:	

### Person from whom we can accept instructions in the event of absence by the owner

Email:	Tel:

### Name and Address of Building Society/Mortgagee (if applicable)

(Copy of mortgagee's written approval to let the property must be provided.)

	Postcode
Email:	Tel:

### Copies of the Following Are Required (please tick as appropriate):-

	Provided By Owner	A.R.P.S. To Arrange
NICEIC Satisfactory Electrical Condition Report		
Energy Performance Certificate (EPC)		
Legionella Risk Assessment (LRA)		
Landlord's Gas Safety Record (if applicable)		
Mortgagee's written permission allowing letting (if applicable)		

### Rental Payments to Owner(s)

Sort Code	
Account No	
Account Name	



Directors: Antony Richards MRICS FAAV and Jennie Richards

Antony Richards Property Services is a trading name of Valley of the Birds Ltd

Vat No. 851 5132 47 Company No. 4834334 Registered Office Nanceddan, Ludgvan, Penzance, TR20 8AN

Regulated by RICS



**PROPERTY INFORMATION**

Current Electricity Supplier	
Current Gas Supplier	
Council Tax Band	
Locations of: Electricity Meter	
Gas Meter	
Water Meter	
Water Stopcock	
Drainage:	Mains    Septic Tank    Cesspit <i>(circle as appropriate)</i>
Water:	Mains    Private    Metered: Yes/No <i>(circle as appropriate)</i> If metered, Water Meter Number:-
Will you accept pets?	Dogs: Yes/No    Cats: Yes/No    Other: Yes/No <i>(circle as appropriate)</i>
When was boiler last serviced?	
When was chimney last swept?	
Which open fires are usable?	

**CONTRACTORS**

Although our terms allow us to spend up to £200 without reference to landlords, we do prefer to make contact prior to issuing instructions for work to be done. We can organise contractors on your behalf but if you have workmen that you would prefer to use, please provide names and contact details.

Plumber	
Electrician	
Handyman	

Any Other Relevant Information
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I/We hereby appoint Antony Richards Property Services as my/our managing agents until further notice from me/us in writing. I/We confirm that I/we own the property mentioned above or have the owner's authority to act on his/her behalf. I/We undertake to ratify whatever Antony Richards Property Services shall lawfully do by virtue of their appointment as managing agents and to indemnify them against all costs and expenses properly incurred by them. I/We agree to pay fees in accordance with the terms and conditions previously notified to me/us in writing and attached hereto. I/We hereby authorise Antony Richards Property Services to sign tenancy agreements on my/our behalf.

Signed by Owner(s)	
Dated	



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## TERMS AND CONDITIONS OF AGENCY

The following Conditions of Agency constitute the Agency Agreement between Antony Richards Property Services (The Agent) and its clients (The Owner).

### 1. The Contract

- a. The Owner appoints the Agent to be its Agent for the management and letting of residential property and the Agent accepts such appointment.
- b. The Owner authorises the Agent to act for it in its name and on its behalf at the Owner's expense to perform any act and do anything referred to under the heading 'Agent's Duties' as is applicable or required in connection with the services provided.
- c. The Owner agrees not to appoint any other agent or otherwise derogate from the Agreement.
- d. If the Owner appoints the Agent to act on more than one property, these terms apply to all properties on which the Agent has been instructed by the Owner.
- e. The Owner confirms that he is the legal owner of the property or that he is authorised by the property owner to enter into this agreement and is entitled to receive rental income.

### 2. Agent's Duties

- a. The Agent will in the course of its duties:- inspect the property, advise on the rents, furnishings and related matters, advertise the property, arrange and supervise appointments for prospective tenants, introduce prospective tenants to the property, take up the necessary references from an applicant wishing to take a tenancy on the property, and to draw up and arrange for the execution of a tenancy agreement.
- b. The Agent will use its best endeavours to manage the property and tenancy on behalf of the Owner, to maintain and keep the property in as good a state of repair as possible, and to effect minor repairs up to a cost of £200, to collect any rents due and other payments at the time due from any tenant or authorised person in respect of the property and to bank the same promptly and to make just and reasonable deductions in respect of rates, charges, repairs and other outgoings as are discharged by the Agent. Any interest which may accrue on any rent received shall be retained by the Agent.
- c. The Agent will demand, collect and administer a dilapidations deposit at the commencement of the tenancy. The deposit will be held as stakeholder under the conditions of an approved scheme under the Housing Act 2004. Any interest which may accrue on the deposit shall be retained by the Agent
- d. Disbursements for all dilapidations deposits whether during or after the tenancy term if not agreed between the Owner and the outgoing tenant will be at the discretion of the Independent Case Examiner, whose judgement and evaluation of the dilapidations shall be final, or via the County Court.
- e. The Agent will prepare a schedule of condition of the decorations, fixtures, household effects and fittings of the property at the commencement of the tenancy. This does not include any attic or loft space.
- f. The Agent will check the property at the conclusion of the tenancy and try to agree any deductions from the deposit with the tenant. In the event of agreement not being reached the Agent will provide evidence to support the Owner's claim on the deposit to the Independent Case Examiner or County Court. The Agent will not produce evidence with regard to attics and lofts.
- g. The Agent will undertake periodic inspections of the property, except any attic or loft space. A report will be sent to the Owner but such visits and reports can only be regarded as a general oversight of the property and its care by the tenant. The Agent does not accept responsibility for actual variance between the report and the condition of the property.
- h. The Agent will render statements to the Owner of all rents and other sums collected during the period of the tenancy less any expenses and pay all sums due to the Owner.
- i. The Agent will negotiate rent reviews as and when applicable and subject to the Owner's instructions.
- j. The Agent will sign and give lawful notices to any tenants to quit or to repair or to abate a nuisance or remedy a breach of covenant or for any other purpose whatsoever in accordance with the terms of the Agreement where the Agent thinks fit.
- k. The Agent will sign and complete any tenancy agreements on behalf of the Owner which will be binding on the Owner.



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- l. The Agent will not be responsible for the management of a property when it is not occupied by the tenants, nor will the Agent be responsible for damage or loss incurred to the property or the Owner in the event of repairs, general maintenance or replacements not being carried out.
- m. In the event that the Owner is resident outside the United Kingdom, then the Agent shall on behalf of the Owner enter into correspondence with the Inland Revenue where tax is deemed due from the Owner and, if in funds, submit to the Inland Revenue such amounts as are necessary for the settlement of the Owner's tax liability.
- n. The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of potential tenants prior to moving in.
- o. The Agent will use its best endeavours to recover possession of the property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because vacant possession is not achieved within the required timescale. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants.
- p. The Agent may delegate any of the services to be provided, such as inventory taking or referencing of potential tenants, where it does not adversely prejudice the Owner by doing so.

### **3. Owner's Obligations**

- a. The Owner will provide the agent with proof of ownership of the property which would normally be a copy of the Land Registry Title. If not provided, the Agent will obtain copy from Land Registry at a charge to the Owner of £10 plus VAT
- b. The Owner agrees with the Agent to ratify all acts, deeds and other things done by the Agent in connection with the management and general letting of the property.
- c. To reimburse the Agent all expenses properly incurred in the management and letting of the property including any legal costs appertaining to the tenancy.
- d. To insure and keep insured to its full replacement value the property and all the contents of the Owner (if any) remaining at the property and to comply with all provisions in the relevant insurance policy or policies.
- e. The Owner agrees to pay or suffer deduction of the fees including where applicable any VAT charges payable in accordance with paragraph 4 below.
- f. Where applicable, the Owner will obtain the mortgagee's written permission to allow the property to be let to a third party. A copy of this permission will be forwarded to the Agent.
- g. Where applicable, the Owner will arrange for a Landlord's Gas Safety Record to be issued annually and instruct an approved contractor to undertake any subsequent work deemed necessary by the person/company undertaking the Gas Safety Record. A copy of the Safety Record will be forwarded to the Agent.
- h. Prior to a tenant taking occupation, the Owner will obtain an opinion of the electrical installation throughout the dwelling from an NICEIC (or equivalent) approved contractor and ensure that relevant repairs are undertaken. A copy of the report will be forwarded to the Agent.
- i. Any appliances supplied with the property must be accompanied by the manufacturer's instructions (written in English). All electrical appliances supplied must be compliant with safety regulations in force for the time being.
- j. The Owner authorises the Agent to obtain the Gas Safety Record, electrical reports and arrange appliance electrical safety checks where not arranged by the Owner, to arrange any necessary repairs and to charge all disbursements to the Owner.
- k. The Agent will pay for repairs out of rent money collected but where such rent money collected is insufficient to cover the costs of repair, the Owner will pay the Agent the shortfall upon demand.

### **4. Fees**

- a. The Owner agrees to pay a management and letting fee of 12.5% of the rent received plus VAT, payable by the Owner by deduction from rent collected.
- b. The Owner agrees to pay an initial tenancy administration fee of £300 plus VAT for the property under the proposed tenancy to include the compilation of a schedule of condition, the drawing up of the tenancy agreement, the taking of references and the making of other enquiries, as necessary.
- c. The Owner agrees to pay an annual fee of £10 plus VAT towards deposit protection.
- d. The Owner agrees to pay £50 plus VAT if the Agent needs to serve a relevant notice upon the tenant
- e. Where court action is required to collect overdue rent or to obtain vacant possession and where work is undertaken outside the agreed agency terms, this will be charged to the Owner at a rate of £125 per hour but only after discussion with the Owner to confirm instructions.

## 5. Liabilities

- a. The Agent will have no liabilities to the Owner for any consequential loss of the Owner in connection with the provision of any services pursuant in this Agreement and the total liabilities of the Agent for any loss of the Owner so arising in any year of this agreement in respect of any other event or series of connection events shall not exceed the fees payable by the Owner for the services for that year.
- b. The Agent is not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or repair work.

## 6. Termination

- a. This Agreement may be terminated by the Owner at any time with written notice to take effect at the end of the month in which the notice is given.
- b. The Agent may terminate this agreement at any time by giving the Owner two months' written notice.
- c. If the Owner wishes to cancel this agreement before a tenancy has commenced or within fourteen days of the signing this agreement, the Owner may do so by writing to the Agent at the Agent's address or via email. The owner will be liable for any costs incurred by the Agent up to the date of cancellation.

## 7. Miscellaneous

- a. It is agreed that the Agent may from time to time vary the terms (including fees) of this agreement in writing. The Agent will notify the Owner of any proposed variations and such variations shall then form part of this agreement unless the Owner declines the amendments by written notification to the Agent within fourteen days of receipt. At least one month's notice will be provided.
- b. The Agent shall be entitled to any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants while acting on the Owner's behalf. Details of such income can be provided to the Owner upon request.
- c. Rents and deposits are paid into HSBC, 1 Greenmarket, Penzance, TR18 2SD, sort code 40-36-13, account number 93664287, account name Valley of the Birds Ltd T/A Antony Richards Property Services Private Rent (Clients) Account. The Agent shall be entitled to retain any interest earned on money held in this account.

## 8. Complaints

Our regulators at the RICS insist you are made aware that we have a wonderful complaints handling system which is available free of charge upon request. We implore you to ask for a copy so that you can sleep easy at night.

### **ADDITIONAL TERMS OF BUSINESS AS REQUIRED BY THE DISPUTE SERVICE LTD**

**B 1. The Tenancy Deposit** The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, West Wing, First Floor, Marylands Buildings, 200 Marylands Avenue,  
Hemel Hempstead, Hertfordshire, HP2 7TG  
Tel: 0300 0371001 Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com) [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

**B 2.** If we are/ the Agent is instructed by you/the Landlord to hold the Deposit, we/the Agent shall do so under the terms of the Tenancy Deposit Scheme.

**B 3.** If you/the Landlord decide to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You/the Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you/the Landlord in the County Court. The Court will make an order stating that you/the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you/the Landlord a possession order. We/the Agent has no liability for any loss suffered if you/ the Landlord fail to comply.

**OR**

If you/the Landlord decide to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you/the Landlord must specify to us/the Agent prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions

you/the Landlord must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme we/the Agent will forward the Deposit to the DPS and register the details of the Tenancy.

B 4. The Agent holds tenancy deposits as Stakeholder.

**B 5. At the end of the tenancy covered by the Tenancy Deposit Scheme**

B 5.1 If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

B 5.2 If, after 10 working days\* following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to B 5.3 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

B 5.3 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

B 5.4 The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

B 5.5 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

B 5.6 If there is a dispute I/we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline me/us.

B 5.7 The Agent/we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

**Incorrect Information**

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

Signed by Owner(s)	
Dated	
Property	

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