

GLOBE PROPERTY

LANDLORD

CONTRACT

This document includes Terms Of Business of Globe Property Limited. Could you please read and sign the contract plus indicating which service you require.



THIS AGREEMENT is made the.....day of... .. Between GLOBE PROPERTY LIMITED whose registered office is situated at 3 Bradford Place, Walsall, WS1 1PL (hereinafter called “the Company”) of the one part

AND (Full Name)	
OF (Correspondence Address)	
FOR (Property Managing Dwelling At)	

(Hereinafter called the “Landlord”) of the other part

WHEREBY IT IS AGREED AS FOLLOWS:

1. In consideration of the covenants by the Company hereinafter set out the Landlord hereby appoints the Company to Manage the landlords property described in the schedule hereto (hereinafter called the Property) from the date hereof subject to earlier termination as in hereafter set out PROVIDED THAT for the purpose of this agreement the term “Management” shall mean and include:
 - a) The power of the company to sign on behalf of the Landlord in respect of the formal Tenancy Agreement drawn up by the Company between the Landlord and any tenant found for the property.
 - b) The power of the company to choose, interview and secure tenants for the Property
 - c) The power to collect such rent, deposit and other payments as are due from the Tenants to the Landlord in respect of the property.
 - d) The power to enter upon the Property at the Convenience of the Contract and to report to the Landlords as to the condition of the property.
 - e) The power to instruct solicitors to recover rental due to the Landlord and if thought fit to obtain possession of the property by such means as the company shall think fit
 - f) The power to manage Property in every respect subject to the above.
 - g) The power to instruct appropriate persons or organisations to carry out emergency work to the Property up to a limit of Two Hundred pounds (£200.00)

2. The Company hereby COVENANTS WITH THE LANDLORD as follows:
 - a) To act in all respects on the best interest of the Landlord as the Company shall think fit
 - b) To ensure that any tenants occupying the property are granted written Agreements in such as the Company shall think fit.
 - c) To allow the landlords access to the Property upon demand where legally possible.
 - d) To take such steps to let and re-let the Property as the Company shall see fit.
 - e) To collect on a monthly basis from the respective Tenant or Tenants the rental due in respect of the Tenant’s occupation of the Property and to pay the said rental to the Landlord

PROVIDED THAT:
 The company shall pay the rental to the Landlord within maximum ninety days to the receipt by the Company provided that in calculating the rental payable by the Company to the Landlord pursuant to this sub-clause the Company shall be entitled to deduct:

 - i) Such commission as shall be payable to the Company pursuant to the provisions of clause 3(e) hereof.
 - ii) Such sums as may have been expended by the Company in recovering rentals due in respect of the Property.

3. The Landlord HEREBY CONVENANTS WITH THE COMPANY:
 - a) To pay the Company the agreed fee for the services selected and remitted to the Landlord pursuant to clause 2(e) hereof.
 - b) To assist the company in all respects in procuring tenants of the Property and to notify the Company of all enquiries relating to the property received by the Landlord.
 - c) Not to assign or purport to assign this Agreement without the consent of the Company.
 - d) To reimburse the Company for the expenditure set out preceding clause.
 - e) That the Landlord is the owner of the property and is entitled to let the same and has informed their lenders and the Inland revenue of their intention to let the Property and to

be responsible for all taxation in respect of the letting. If your interest in the property is leasehold your lease may require you to obtain written consent from your landlord prior to sub letting.

- f) The landlord must notify the Building Insurance Company explaining his/her intention to let. Information on Building and Contents Insurance can be obtained from the company's office.

4. IT IS FURTHER AGREED AND DECLARED BY AND BETWEEN the parties as follows:

- a) The Company shall not be liable for any loss of rental income howsoever caused. However it shall do its utmost to recover any monies owing but all expenses incurred by the Company shall be paid by the Landlord.
- b) The Landlord is responsible for legal fees when recovering loss of Rent or Property. Should there be any other reason to obtain the service of a solicitor or other professional adviser all cost incurred will be paid by the Landlord.
- c) Nothing in this Agreement contained shall constitute a partnership between the company and the landlord.
- d) This agreement shall be terminated at the option of the Company if the Landlord shall enter into Liquidation whether compulsory or voluntary or shall suffer the appointment to a receiver or being an individual shall become bankrupt or make any arrangement with their creditors.
- e) There shall be no obligation upon the Company to account to the Landlord for any deposit received by the Company paid by tenants in respect of the Property PROVIDED THAT the Company shall retain the deposits in a separate trust account during the period of occupation of the Property by the tenant or Tenants and shall account for the deposits in such manner as the company sees fit.
- f) An administration charge equivalent to one month gross rent plus VAT will be paid by the Landlord together with any legal fees incurred recovering the administration charge, if the Landlord withdraws from this agreement after a tenant is secured. Should a premium lease be required whereby a tenant pays the whole rent in advance our fees will be payable in full.
- g) The company accepts no liability as a result of any loss, damage, or demand arising directly or in-directly from the actions of the Tenants whether caused deliberately or accidentally.
- h) In the event that the tenant who has been introduced to the landlord by the Company purchases the property which they are renting. The Company will charge a commission of 1% plus vat of the negotiated price or £850 + vat whichever is higher. The fee is payable upon completion whether or not negotiations have been carried out by the Company.
- k) In the event that a tenant is introduced to the Landlord by the Company. The Company will look to the original landlord of the property for the letting commission due for the introduction of the tenant for however long the same tenancy lasts. Whether or not subsequent extensions of the initial terms are negotiated by the Company or their representatives or by the landlord (old or new) or any other persons or agents. The minimum letting commission to be charged to the Landlord will be £1000 + vat.
- l) If the tenant claims Housing Benefit or the rent is paid by any other parties then, the Landlord will only receive monies once payment has been made to the Company

5. NOTICES: Notices given by one party to the other shall be valid if sent to the address specified in this document and shall be deemed to have been delivered two days after being sent by first class post unless notice is given of any change of address

- a) Either party may give notice of their intention to terminate this Agreement upon default or breach of the terms herein stated provided that the party in default shall be given 14 days to remedy the breach or default. Should the party in breach or default remedy said breach or default within the allocated time.
- b) The company may terminate the contract by giving one month's notice. The Landlord may terminate the contract by giving six months notice when the property is tenanted, at any other time one month's notice would be sufficient. The contract shall remain in force until terminated by either party.

6. The landlord accepts liability for fulfilling any requirements or duties laid down by the Local Authority or for any other statutory bodies and he acknowledges that the company must comply with the Regulations and requirements of such bodies.

- a) *Fire & Safety Regulations:* - The Landlord is solely responsible for the safety of any furniture that is supplied to the Property in accordance with the Furniture and Furnishing (Fire Safety) regulations 1988.
- b) *Electrical Equipment Regulations:* - The Landlord must also ensure that all electrical equipment supplied must meet the Electrical Equipment (Safety) Regulations 1994, and accepts all responsibility for such appliances and shall produce the appropriate certificates.
- c) *Gas Safety Regulations:* - The gas safety (installations and use) regulations 1994 came into force on 31st October 1994 and apply to all domestic properties. . These regulations compel landlords to have all gas equipment safety checked annually by qualified persons only and to keep records of work carried out on the appliances. The landlord hereby warrants to the agent that he agrees to undertake the responsibility for the safety checks on all gas equipment in the property to be let and to keep records in accordance with the gas safety regulations 1994.

The Services offered by the Company to the Landlord are:

Gold Service

The extra fee for our Gold Service, on top of the Silver Service is an addition Rent Guarantee and Legal Expenses insurance policy.

Gold Service (Rent Guarantee and Legal Expenses)

This policy will be £120 + vat for the first tenancy (covering a twelve month period) and then £100 + vat for each tenancy renewal (covering a twelve month period), no excess applies.

Silver Service (Management)

The fee for our Silver Service is a Management Charge equivalent to half months gross rent plus vat from the first months rent, plus a monthly Commission at the rate of 10% plus vat of the gross monthly rent received by the Company.

Silver Service (Rent Guarantee and Legal Expenses)

This policy will be £50 + vat for the first six months and then £50 + vat for each tenancy renewal, one month excess applies.

Bronze Service (Let Only)

This service is designed for landlords who want to manage the property themselves but want us to find suitable tenants. The fee for this service is one month's rent + vat or £250 + vat, which ever is higher. Extra fee of £100 + vat is charged if Property Inventory is required.

SERVICE SELECTION	Please Tick (✓)	ADDITIONAL COMMENTS (Globe Property Limited Only)	Authorised By
BRONZE			
Prepare Inventory (Bronze Only)			
SILVER			
GOLD			

THE SCHEDULE

Signed by.....

For and on Behalf of The Company (Globe Property Limited)

Signed by.....

For and on behalf of The Landlord.

GLOBE PROPERTY

LANDLORD

APPLICATION

This document relates to the Property and Landlord details. Could please fill and sign the application form.



PROPERTY ADDRESS:

Post Code:

Telephone Number:

LANDLORD DETAILS

Name:

Home Address:

Post Code:

Home No. :

Work No. :

Mobile No. :

Fax No. :

E-Mail Address:

BANK (for landlord payment)

Name & Address:

Account Name :

Sort Code:

Account Number:

CONTACT DETAILS (if different from landlord)

Name:

Address:

Post Code:

Home No. :

Work No. :

Mobile No. :

Fax No. :

E-Mail Address:

PROPERTY DETAILS

DATE PROPERTY AVAILABLE FROM:	/	/
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PROPERTY TYPE	
<input type="checkbox"/> Detached <input type="checkbox"/> Semi <input type="checkbox"/> Terraced <input type="checkbox"/> Flat <input type="checkbox"/> <input type="checkbox"/> Furnished <input type="checkbox"/> Partly Furnished <input type="checkbox"/> Unfurnished <input type="checkbox"/> Double Glazing <input type="checkbox"/> Central Heating <input type="checkbox"/> Garage <i>(Tick one box as appropriate)</i>	Other comments :

BUILDING INSURANCE
Name & Address :
Policy Number:

CONTENTS INSURANCE (if applicable)
Name & Address :
Policy Number:

FLATS / MAISONETTES (If applicable)	
Managing Agents:	
Address:	
	Telephone Number
Superior Landlord <i>(Freehold)</i>	
	Telephone Number;
Resident Association <i>(Chairman)</i>	
	Telephone Number:
Restrictive Covenants:	

TELEPHONE : British Telecom <input type="checkbox"/> Cable <input type="checkbox"/> Other <input type="checkbox"/>	Please state location of Sockets :
TELEVISION AERIAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	Located of Aerial :
FURNITURE PROVIDED: Please list furniture provided. Also, if cooker provided please state electric or gas.	List furniture :
BURGLAR ALARM : Yes <input type="checkbox"/> No <input type="checkbox"/>	Burglar Number :
KEYS PROVIDED :	Please comment on the type and number of keys provided :

ELECTRICITY	
WHERE IS THE MAIN FUSE BOX LOCATED	
METER LOCATION	
COMPANY WHO PROVIDES SERVICE	
READING	

GAS	
METER LOCATION	
COMPANY WHO PROVIDES SERVICE	
READING	

WATER	
WHERE IS MAIN STOP COCK LOCATED	
COMPANY WHO PROVIDES SERVICE	
READING (if applicable)	

COUNCIL TAX	
LOCAL COUNCIL	
COUNCIL TAX (per annum (£))	

REGULATIONS	
GAS SAFETY CERTIFICATE PROVIDED ? Yes <input type="checkbox"/> No <input type="checkbox"/>	If No, Globe Property will instruct Engineer to provide certificate.
ELECTRICAL EQUIPMENT CERTIFICATE PROVIDED ? Yes <input type="checkbox"/> No <input type="checkbox"/>	If No, Globe Property will instruct Engineer to provide certificate.

PREVIOUS OCCUPIER (if not landlord)	
Name :	
Forwarding Address:	
Telephone Number:	

TENANCY LIMITATIONS	
<i>Example : Pets, children, smokers etc :</i>	

ADDITIONAL INFORMATION	

I/We, the landlord hereby declare that all the information that has been submitted in this application and the adjoining agreement at both satisfactory to myself and true to the best of my/our knowledge. I/We are the owner of the said dwelling that there is no pending legal action for the repossession of it.

Signed by _____ **Date** _____
For The Landlord.