



INFORMATION FOR PROSPECTIVE LANDLORDS

6-7 Bath Street, Cheltenham. GL50 1YE.
Tel:01242 522222 www.mcestatescheltenham.co.uk

We provide a comprehensive professional friendly service to include:

- Quality tenants
- Advice
- Committed staff at your service
- Prominent office location in the heart of Cheltenham
- First-class inventories
- Thorough quarterly inspections of your property
- Fast and reliable accounting system to pay your income direct into your nominated bank account
- Local advertising
- Internet advertising
- Advertising on Rightmove
- Property boards
- Expert safety testing
- 24 hour access to a member of staff
- Accompanied viewings
- No letting = No fee
- Free rental valuation
- Property details with photographs

Please read the following pages to discover our terms and conditions.



TERMS AND CONDITIONS

MC Estates will endeavor to provide a quality service, but we will accept no responsibility for loss or damage, whether direct or indirect, experienced by you as a result of:

- Any failure on the part of the tenant to conform with the terms of the tenancy agreement (including non payment of rent)
- Any delay, failure or overpayment by us in relation to your accountant resolution
- Any failure by you to obtain sufficient insurance cover for your property
- Any failure to obey regulations (eg. Safety, etc.)

Rent payment

No rent will be payable to yourselves until funds from the tenant have cleared. Monthly statements will be sent to your forwarding address.

Rental deposits

The tenants deposit will be held by ourselves during the course of the tenancy agreement and MC Estates will retain any interest collected.

Dilapidations

Once dilapidations have been agreed at the end of the tenancy and copies of all receipted final invoices have been checked, the balance of the deposit will be returned to the tenant, a fair amount to cover dilapidations will be decided by ourselves.

Property Inspections

The property will be periodically inspected, however no responsibility will be taken for any hidden or latent defects.

Property maintenance

We will investigate any possible defects which are reported to us or which are brought to our attention. We will endeavor to contact you before agreeing to the contractors fee, however if we are unable to get in contact we will instruct contractors and the cost will be deducted from the next rental payment received (applies to minor works required, below £300). You agree to indemnify us against any costs we incur in an emergency situation where we are unable to contact you. Any minor repairs dealt with by ourselves do not incur a commission, however major/time consuming repairs will incur a charge which will be agreed by MC Estates and yourselves prior to the work being carried out.

Fees

Once a tenant is found to be acceptable our fees will be charged and deducted by us from your rent monthly. VAT will be charged on all fees at the prevailing rate.

Rent

A rental fee will be agreed between MC Estates and yourself to be quoted to potential tenants. This will usually include all payments for which you are responsible (such as ground rent, service charges etc), unless agreed otherwise (see general information below).

Legal

- **Breaches of tenancy agreement**

We will inform you of any breaches of the covenant brought to our attention (eg. Rent arrears etc). You will be responsible for instructing your own solicitor and all their fees.

- **Sale of your property**

Should the tenant introduced by MC Estates purchase your property then our standard fee of 2% + VAT on the end selling price will become payable by yourself on completion

- **Stamp Duty**

MC Estates do not forward Tenancy Agreements for stamping. If you wish us to do this you must instruct us to do so and this will be done at your expense.

- **General**

If the property is leasehold lease terms should be checked and adhered to, and written permission from the Landlord to sub-let the property is required subject to the terms of the lease.

Tenant referencing

The standard form of referencing will be used in all tenancies unless otherwise instructed.

Keys

Please supply us with two sets of keys to the property. Any additional sets required will be cut at your expense.

GENERAL INFORMATION

- Who pays the Utility bills?

If your property is leasehold you will still be responsible for any management charges or ground rent. Freehold properties are generally free of such charges. We will notify all the utility companies that you have vacated the property and organize closing accounts with the relevant meter readings to be forwarded to you (with the exception of the telephone service). The tenant will be responsible for:

- Council Tax
- Water Rates
- Sewerage Rates
- Electricity Account
- Gas Account
- Telephone Account

Safety Regulations

All landlords must comply with all regulations regarding safety within a property. This is the landlords responsibility.

- Gas Safety Certificate
- Electrical Certificate

All gas appliances require a gas safety certificate issued annually. We will be willing to arrange for a gas safety inspection to be carried out at the landlords expense.

- Electrical Safety Certificate
A safety certificate must be held for all low voltage electrical equipment. This again can be arranged at the landlords expense.
- Furniture
All soft furnishings must meet the 1988 Fire Safety Regulations.
- Fire Regulation
All properties should have fire extinguishers, powder extinguishers in the kitchen, fire blankets and smoke alarms.

Insurance

Property insurance is essential, and many insurance policies are only valid when the policy holder occupies the property. It is the landlords responsibility to ensure the property is insured, so it is important that you inform insurance companies of the intention to let so that proper insurance cover can be provided.

Income Tax

It is your responsibility to declare your income to the Inland Revenue and pay any tax that may be due.

Mail

We advise you to arrange to have mail forwarded to you by the Post Office.

Prior to Letting

It is your responsibility to ensure the property is in good condition and thoroughly cleaned, with all domestic appliances in full working order. We will be willing to arrange a cleaner at your expense.

Mortgages

Permission may be required from your mortgage lender to let your property subject to your mortgage.

Indemnities

You agree to indemnify us as Agents against costs, claims, demands, expenses or liabilities incurred provided they were incurred on your behalf in pursuit of our normal duties.

Furnished or Unfurnished?

It is your decision whether the property should be furnished or unfurnished. Many landlords leave the property unfurnished as it minimizes the risks.

For further information please do not hesitate to give us a call on 01242 522222 or for out of hours contact Mark Cooper on 07974 216932.

I have read and understood the above and agree to comply with the contents

Signed