

The Oxford Property Letting Company Ltd is an independent Lettings and Property Management Company designed to service Oxford City and it's surroundings. The world wide web internet and local advertising provides us with a constantly updated database of enquiries for rented accommodation from prospective Tenants. We offer a more comprehensive and detailed all round service to promote your property and subscribe to the market leaders for advertising portals which include Findaproperty.com, Primelocation.com, Zoopla.co.uk and many others to ensure the best marketing of your properties and to secure a let at the top price.

<b>LANDLORD'S FULLY MANAGED SERVICE</b>	<b>9% NO VAT</b>
<b>LANDLORD'S LET ONLY SERVICE</b>	<b>£525.00 NO VAT</b>
	Per tenancy

Our service is professional and “personal” so you are able to enjoy peace of mind, safe in the knowledge that any queries and problems will be dealt with quickly and efficiently, that properties will be properly managed, visited regularly, inspected at least four times in any given twelve months . Our rigorous standards of selection, referencing and tenant suitability will allow clients who choose either the Fully Managed or the Let Only service to enjoy trouble free tenancies.

The Oxford Property Letting Company Ltd is also licensed by NALS. NALS is a UK wide licensing scheme for lettings and management agents offering peace of mind to landlords and tenants in knowing that the firm meets defined standards of customer service as well as having in place insurance to protect clients' money and offer independent redress.

Please read through our brochure at your leisure and visit our website at [www.top-lettings.co.uk](http://www.top-lettings.co.uk) to see the working site. Should you wish to discuss your requirements in more detail, please contact me on [sue@top-lettings.co.uk](mailto:sue@top-lettings.co.uk) or by calling us direct on 07843 375975

Sue Phillips (Miss)

**PROPERTY MANAGEMENT & LETTING INSTRUCTION to  
The Oxford Property Letting Company Ltd**

**CLIENT DETAILS**

Owner's Name(s) :

\_\_\_\_\_

Address :

\_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

Tel Nos: Home

Work

Mobile

E-Mail address;

\_\_\_\_\_

Client Payment Method

By Cheque to Client's Address \_\_\_\_\_ Direct to Client's Bank \_\_\_\_\_

Client's Bank : \_\_\_\_\_ Branch \_\_\_\_\_

Address :

\_\_\_\_\_

\_\_\_\_\_ Post Code : \_\_\_\_\_

Sort Code : \_\_\_\_\_ A/C No : \_\_\_\_\_ A/C Name \_\_\_\_\_

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**VIEWING ARRANGEMENTS**

Key with TOPS \_\_\_\_\_ Arrange with Landlord \_\_\_\_\_ Arrange with Tenant \_\_\_\_\_ Other \_\_\_\_\_

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**PROPERTY DETAILS**

Address :

\_\_\_\_\_

\_\_\_\_\_ Post Code : \_\_\_\_\_ Tel No : \_\_\_\_\_

Type \_\_\_\_\_ Furnished /Un Furnished Council Tax Band \_\_\_\_\_

Rent Desired Minimum Length of Let From

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**TENANTS PREFERRED**

Family \_\_\_\_\_ Children ( specify age) \_\_\_\_\_ Pets \_\_\_\_\_

Students \_\_\_\_\_ Professional Sharers \_\_\_\_\_ Visiting Academics \_\_\_\_\_

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**ACCOMMODATION DETAILS**

Utility Suppliers

Gas \_\_\_\_\_ Electricity \_\_\_\_\_

Telephone \_\_\_\_\_ Water \_\_\_\_\_

Service Equipment – Sites

Gas Meter \_\_\_\_\_ Electric Meter \_\_\_\_\_ Water Meter \_\_\_\_\_

Stop Cock Located \_\_\_\_\_

Gas Safety Certificate \_\_\_\_\_ Electric PAT Safety Certificate \_\_\_\_\_

Fire/Safety Labels \_\_\_\_\_

Insurance Details

Buildings : Insurer \_\_\_\_\_ Policy No \_\_\_\_\_

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**SERVICE REQUIRED** (Please indicate)

**PROPERTY FULL MANAGEMENT SERVICE@ 9 %**

**PROPERTY LET ONLY SERVICE @ £525.00**

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**DECLARATION** I/We have read and accept The Oxford Property Letting Company Ltd' terms and condition of business and reference and so authorise them to obtain and manage my/our property as determined on this agreement.

Signature(s) \_\_\_\_\_

Dated \_\_\_\_\_

**The Oxford Property Letting Company Ltd**  
**FULL MANAGEMENT SERVICE**

We offer this service at a cost of 9% of the agreed monthly rental, deducted monthly, For this charge, The Oxford Property Letting Company Ltd agree to:-

- 1) Visit the property with the owner and advise on tenant suitability, type of let and potential rental income.
- 2) List the property, advertise on the Internet on our worldwide web site and circulate property details to prospective tenants on our mailing register.
- 3) Accompany, interview and select suitable prospective tenants to and around the property or comply with the owner's written wishes as to viewing of the property.
- 4) Obtain and verify bank, employer and at least one other reference for each prospective adult occupant and, where deemed necessary, obtain credit references and parental guarantees.
- 5) Compile two complete copies of the relevant tenancy agreement, arrange for the landlord / agent and tenant signatures to be appended and witnessed and retain one copy on file during the term of the tenancy.
- 6) Prepare a full inventory and schedule of conditions for the property and obtain acceptance of the same by all adult occupants of the property.
- 7) Collect and hold an adequate damage and safeguard deposit from the tenant and hold in a separate client bank account and comply with the terms and conditions as laid down by the government accredited TDS Ltd, Tenancy Deposit Scheme
- 8) Arrange owner's final utility service accounts and transfer responsibility for these services to the tenant.
- 9) Regularly inspect the property, initially within six weeks of the tenancy start date, and at three monthly intervals thereafter and provide written reports to the Landlord accordingly
- 10) Instruct professional trades people in respect of necessary repairs and or upkeep of the property on behalf of the owner to the value of £200.00 without prior notification
- 11) Carry out the end of tenancy inspection and procedures, agree damages against the inventory and the tenant as per the guidelines laid down by the TDS Ltd and ensure all utility accounts are settled to discharge any liability on the property
- 12) Account, monthly, on the third Friday of each month, to the owner for income and expenditure and to make payment to the owner as per their instructions.

**The Oxford Property Letting Company Ltd**  
**LET ONLY SERVICE**

The Oxford Property Letting Company Ltd agree to :-

We offer this service to Landlords in a position to manage their own properties, at an all-inclusive cost of £525.00 – payable when the tenants are found

Visit the property with the owner or his representative, advise on tenant suitability, type of let and potential rental income.

List the property and advertise in the local press and on our worldwide web site and circulate prospective tenants on our mailing register.

Accompany prospective tenants to and around the property or arrange appointments to view as per the client's instructions.

Obtain and verify bank, employer or college and one other reference for each adult occupant and, where deemed necessary, obtain a credit reference and parental guarantee.

Arrange collection and/or cutting of tenant keys.

Collect a substantial sum and hold in our client account as directed by the owner as a damage deposit from the tenant as a safeguard against potential damage by the tenant to the owner's property, we will retain and register this deposit with our Tenancy Deposit Scheme TDS Ltd

Collect an initial one month's rent and pass this with an account identifying all charges made by The Oxford Property Letting Company Ltd to the owner within seven days of the date of the tenancy commencement.

Pass to the owner with the above copies of all relevant documentation.

Compile a suitable tenancy agreement and arrange for the tenants to sign the agreement in the presence of a witness and sign this agreement on behalf of the owner unless specifically instructed not to do so by the client.

Additional services are available on request ie. photographs, inventories etc.

**The Oxford Property Letting Company Ltd**  
**INVESTMENT SERVICES**

For those clients who wish to create or expand a property portfolio but who find that, due to the demands of their own business commitments and personal activities, it is impracticable, if not impossible, to utilise their time and effort to finding the right properties to fit into their portfolios. This service is offered at a cost of £1000.00 per property, paid in two sums of £500. The first payment on instruction with the enclosed completed form and the final payment on completion of the purchase.

With our expertise and guidance this service offers potential owners an opportunity to instruct us on their behalf to ;

Discuss your requirements with you and formulate a plan to best meet your requirements.

Analyse the market and obtain details on possibly suitable properties.

Forward details with recommendations to you.

Arrange to view, on your behalf or with you, all possibly suitable properties.

Prepare an assessment report for each property detailing potential rental income and capital gains forecast.

Negotiate the purchase.

Advise on works required to maximise rental income.

Progress with respective agent(s) on purchase through to completion.

**The Oxford Property Letting Company Ltd**  
**BUY TO LET AGREEMENT**

**CLIENT DETAILS**

Name(s) : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

Tel Nos: Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

E-mail address ; \_\_\_\_\_

**PROPERTY DETAILS**

Preferred Areas \_\_\_\_\_  
\_\_\_\_\_

Type \_\_\_\_\_

**FINANCIAL DICTATES**

Investment Available Optimum \_\_\_\_\_ Maximum \_\_\_\_\_

Yield on Investment Required \_\_\_\_\_ Rent Required \_\_\_\_\_

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**ADDITIONAL CLIENT DETAILS**

Will the property be for Investment Only \_\_\_\_\_ Ultimately Owner's Home \_\_\_\_\_

Will the property be let Furnished \_\_\_\_\_ Unfurnished \_\_\_\_\_

**DECLARATION** I/We have read and accept The Oxford Property Letting Company Ltd' terms and condition of business and authorise them to find me/us a property to let. I/We enclose payment of the initial deposit sum required of five hundred pounds

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**The Oxford Property Letting Company Ltd**  
**Information for Owners Resident Overseas.**

A landlord resident overseas may now

Register with the Revenue for no tax deductions to be made, at source, by his managing agents . Information can be gained from [www.hmrc.gov.uk](http://www.hmrc.gov.uk) .

The landlord, or his accountant, will then deal directly with the Revenue regarding tax assessments and payments due. For the Revenue to accept the landlord on to this system, the landlord must use an accredited managing agent who has been granted a Revenue registration number. **Our number is NA 37244**

The landlord or his accountant will need to correspond directly with the Revenue and we would advise landlords to register at their earliest convenience.

It should be noted that all landlords can claim the following expenses against tax :

Agent's fees and commissions; 10% of the gross rent against wear and tear (for furnished properties only); water rates, heating and lighting costs not recharged to the tenant; insurance premiums; repairs and maintenance; redecoration; accountant's fees and other expenditure of a similar nature.

Once the net profit has been established, the interest element of any mortgage repayments not included in a MIRAS scheme (due to be abolished in April 2000) is further deducted and, if there is still a profit, this sum is taxable at the rate appropriate to the owner's circumstances.



# THE OXFORD PROPERTY LETTING COMPANY LIMITED

## TERMS AND CONDITIONS OF BUSINESS

1. The Client warrants to THE OXFORD PROPERTY LETTING COMPANY LIMITED (“the Company”) that he has the right to let the Property and that any consents or permissions required to enable the letting to take place have been obtained.
2. All fees due to the Company and all charges, costs and expenses due or incurred by the Company in the provision of the Services for or on behalf of the Client will be deducted by the Company from the rent and other monies received by the Company on behalf of the Client or in the case of a sale forwarded to the Company from the proceeds of the sale by the Clients Solicitor.
3. The Company reserves the right to increase the fee subject to giving one month’s notice to the Client although every endeavor will be made by the Company to give one quarter’s notice of such an increase.
4. If a prospective Tenant acceptable to the Client is introduced to the Client by the Company and the Client verbally or in writing agrees to let the Property to the prospective Tenant but then does not proceed to enter into a Tenancy Agreement the Client shall be liable to pay the fee that he would have paid had he entered into the Tenancy Agreement.
5. This clause applies only in the case where the Company is not the rent collecting agent; in the event of an extension of a Tenancy originally arranged by the Company, commission is payable by the Client at the percentage rate originally charged on the total rent reserved for the remainder of the Tenancy extension PROVIDED ALWAYS that this clause shall apply whether or not the tenancy extension is negotiated by the Company.
6. If the Client or the Client and his Tenant together terminate a Tenancy before the due date the Client shall remain liable for and continue to pay to the Company the fee originally agreed between the Company and Client for the provision of the services until the contractual expiration of the Tenancy.
7. If a Tenant, introduced by the Company, purchases a Property of which he has had a Tenancy at any time during the 12 months prior to completion of the purchase then the Client owning that Property will pay to the Company an introductory commission of 1.5% plus VAT of the agreed sale price of the Property.
8. The Company shall invoice the Client for Services provided in excess of those agreed or when no monies are to be recovered by the Company on behalf of the Client.
9. Any accounts not settled within 30 days of invoicing will be subject to an initial credit surcharge of £50 together with interest at the rate of 2.5% per month accruing on a daily basis.
10. The Client acknowledges that where he is deemed to be nonresident for UK tax purposes the Commissioners for the Inland Revenue will hold the Company responsible for the payment of the tax liability which arises on rents collected by the Company on the Client’s behalf as defined by Section 78 of the Taxes Management Act 1970 or any variation or subsequent enactment thereof. The Company shall be entitled to deduct Income Tax at the standard rate from the rent and hold the money so deducted to the Client’s credit until the taxation liability has been paid to the Collector of Taxes. It is the Clients responsibility to provide the Company with the Inland revenue FICO Approval number for the rental to be paid with no tax deducted.
11. The Client confirms that all furniture supplied will comply with the Furniture and Furnishings, (Fire) (Safety) Regulations 1988, the Furniture and Furnishings, (Fire) (Safety) (Amendment) Regulations 1993, that all gas appliances and associated pipe work will comply with the Gas Safety (Installation and Use) Regulations 1994, the Gas Safety (Installation and Use)(Amendment) Regulations 1996, the Gas Safety (Installation and Use)(Amendment)(No.2) Regulations 1996 that all electrical fittings and appliances will comply with the Electrical Equipment (Safety) Regulations 1994, and that he will indemnify the Company against any penalties or fines brought under these Regulations, relating to the property. The Company will only undertake the letting or management of Properties which conform with the Consumer Protection act 1987 and The Health and Safety at Work Act 1974. The Company reserves the right to arrange appropriate safety checks and rectification work if essential at the Client’s expense.
12. The Company shall not be liable to the Client or any other person whosoever in respect of any loss damage or injury to person or persons which may occur at the premises and have no liability under the Defective Premises Act 1972.
13. Where the Company is providing a service which includes rent collection, rent due to the Client will be remitted on the third Friday of the month following the date of collection, less any sums due to the Company and deducted in accordance with this agreement.
14. Where the Company is providing any Service other than that specified in 13 above any sums due to the Client will be remitted within 30 days of receipt by the Company.
15. The Company cannot be held responsible for any debts of the Client or Tenant.

## **TERMS AND CONDITIONS OF BUSINESS**

16. The Company cannot be held responsible for any unilateral actions or decisions taken by the Client or the Tenant.
17. The Company is hereby authorised to accept a Tenant on the Client's behalf and to sign the Tenancy Agreement on behalf of the Client.
18. The Company reserves the right at its absolute discretion and without first recourse to the Client to:
  - (a) take decisions and actions which may be necessary and reasonable on behalf of the Client about the Property or the Tenant (including payment of costs and / or expenses and refund of any Tenant's deposit)
  - (b) instruct a Solicitor or other professional advisor on the Client's behalf as may from time to time be necessary and the Client will be responsible for the payment of the professionals account.
19. The Company's employees or agents are not authorised to make any verbal representations concerning the Services unless confirmed by the Company in writing. In entering into the Client's Instructions, the Client acknowledges that he does not rely on and waives any claim for breach of any such representations, which are not so confirmed.
20. Subject as expressly provided in these terms and except where the Services are provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
21. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representations or any implied warranty, conditions or other term or any duty at common law or under the express terms of the Client's Instructions for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which shall arise out of or in connection with the provision of the Services except as expressly provided in these Terms.
22. The Client hereby indemnifies the Company against any costs, expenses or liabilities incurred by or imposed on the Company in the provision of the Services PROVIDED that such costs, expenses or liabilities are incurred on the Client's behalf in accordance with these Terms and in the Company's usual course of business.
23. The Client hereby agrees not directly or indirectly during the course of the contractual relationship between the client and the Company or within twelve months thereafter to entice solicit or employ any of the Company's employees or agents nor do anything to prejudice the Company's relationship with their employees and agents nor make any statement or carry out any action which in any way prejudices the Company.
24. The Company cannot guarantee or warrant that any Tenancy will be free from the protection of the Rent Acts or Housing Acts or that any Tenant will not be entitled to any statutory security of tenure on the expiry of the contractual terms [but it will use its best endeavours to ensure that the Tenant is suitable].
25. The Company cannot be held responsible for obtaining vacant possession of the property at the determination of a tenancy or completion of a sale and makes no warranty that the Client or purchaser shall recover such vacant possession.
26. The Client's Instructions may be terminated before the due date for termination:-
  - (a) By the Client giving at least three calendar months' notice in writing. In this event the Client will anyway remain responsible for payment of the fee at the percentage rate originally agreed for the remainder of the Tenancy then current together with any relevant extension of Tenancy negotiated.
  - (b) By the Company giving notice in writing. The Company shall endeavour to give three calendar months notice but shall not be bound to do so. During the period of notice the Client shall continue to be responsible for the fee agreed in the Client's Instructions.
27. In the event that a Tenancy of the Property expires and the Client has not terminated his Client's Instructions the Company shall be entitled but not bound to continue to provide the Services and the Client shall remain liable for the fee payable until the Client's Instructions are terminated in accordance with these terms.
28. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.
29. The Company's terms and conditions with respect to the sale of a property shall be , to comply with section 18 of the Estate Agency Act 1979, in accordance with our Confirmation of Agency Terms issued on receipt of Client instructions.
30. The Client's Instructions and these Terms shall be governed by the Laws of England and Wales.