

## COMMERCIAL LANDLORD AGREEMENT



### **Introduction:**

This information pack is used to enter into an agreement under which Sky Blue Homes will supply services as detailed. When this document has been signed and completed, this will be a legally binding agreement incorporating the attached terms and conditions. All payable fees are detailed in this document – there are no extra mandatory fees payable to Sky Blue Homes other than those detailed in the Landlord Fee Structure Page. These two levels of service can be adjusted to accommodate individual requirements if put to us in writing. If you have any queries or issues regarding these options or the following terms and conditions, we will be happy to advise you further.

## Please Tick Desired Service (Commercial Lettings):

### OPTION I: TENANT FINDER

**WE WILL:** Advertise your property via Rightmove, Zoopla Property Group, Prime Location and our own website with professional photography as well as advertising through our centrally located shop and via our database of prospective tenants; carry out viewings; collate full references: obtain two forms of ID and Visa if necessary, credit check, accountant reference and letting reference (if applicable) and sign a deed of guarantee if possible; take a security deposit and first month's rent; arrange for heads of terms to be sent to the solicitor or directly to the landlord and provide copies of all paperwork.

### OPTION II: MANAGEMENT

**WE WILL:** Advertise your property via Rightmove, Zoopla Property Group, Prime Location and our own site with professional photography as well as advertising through our centrally located shop and via our database of prospective tenants; carry out viewings as well as remote video viewings; collate full references for each tenant: obtain two forms of ID and Visa if necessary, credit check, accountant reference and letting reference (If applicable) and sign a deed of guarantee from a UK homeowner if possible (If the guarantor does not own a home, they must pass a credit check); take a security deposit and first month's rent; arrange for heads of terms to be sent to the solicitor or directly to the landlord and provide copies of all paperwork; update utility providers and the council of the new tenancy; arrange for a photographic check-in report as well as a photographic check-out report at the end of the lease (length dependant); secure all deposits via government-recognised scheme and deal with end-of-tenancy deposit issues; prepare for end of tenancy and re-letting.

Manage the property on a day-to-day basis including collecting rent on a monthly basis and crediting to your bank account; visiting the property during tenancy to ensure satisfactory condition and tenant happiness; dealing with maintenance enquires; dealing with any tenant issues; organising lease extensions and liaise with utility providers, council authorities, insurance companies and assisting with legal proceedings (please note, Sky Blue Homes is not a legal firm).

We provide a utility and council dispute resolution service; refurbishment service; access to our network of contractors; evaluate your asset base, review yields and portfolio performance to ensure maximum profit (including rent increases if possible); provide personal consultancy services and investment opportunities if requested; provide accompanied viewings for new investments and advice.

**FEES:** Detailed on the Landlord Fee Structure Page

## Terms and Conditions:

1. Landlords wishing to instruct their solicitors to prepare a Lease will be responsible for their own solicitor's fees, unless charged to the new Leasee.
2. Any license required by the local council is the requirement of the Landlord to obtain unless new Leasee to obtain.
3. Unless we have been instructed otherwise, we will use our standard guarantor form if required in respect of all Leases.
4. New Leasee is liable to pay the landlords building insurance (reasonable cost) unless agreed otherwise.
5. This agreement is transferable.
6. Authority is given to discuss relevant details with local councils, utility companies and insurance companies.
7. Unless otherwise agreed, the rent quoted to the Leasee by us on the Landlord's behalf will be inclusive of outgoings such as Service Charges and Ground Rents (where applicable).
8. If the Landlord resides abroad, we advise that they should appoint an accountant/tax advisor to complete any necessary forms and if applicable apply for an Overseas Landlord Exemption Certificate on their behalf.
9. If the Landlord resides in the UK, they should declare their residential lettings income to the Inland Revenue annually as it is assessable for income tax.
10. If the Landlord's property is Leasehold, they must ensure that the intended letting is permitted by their lease, and the tenancy period expires prior to the termination of their lease, and that they have their superior Landlord's written permission.
11. Landlords with non-managed properties are responsible for maintaining up-to-date records of all tenants' Right to Rent details and current legislation.
12. Landlords should ensure their property and contents are adequately insured, and that their insurance company are aware of their intentions.
13. On the Landlord's instructions, we can arrange for the property to be inspected by a qualified electrician to ensure it conforms with the Electrical Equipment (Safety) Regulations 1994. We advise the Landlord to read the Lacors Fire & Safety Guide to ensure their property meets all requirements (we can provide copies if required).
14. Under the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1994 and 1996, all low-voltage electrical or gas appliances must be checked by professional tradesmen and marked with the date and time of testing to comply with government regulations. The Landlord must carry out such tests at their own expense. All appliances must have instruction books left at the property. Failure to comply with the regulations can result in prosecution. On the Landlord's instructions, we can arrange the relevant certifications.
15. On the Landlord's instructions, we can arrange for inspection by a Gas Safe registered gas installer in accordance with the Gas Safety (Installation and Use) Regulations 1994 and 1996. Leasee should be supplied with a Gas Safety certificate.
16. The Landlord will also ensure they have a valid Energy Performance Certificate along with Legionella risk assessment (if required) before we can rent the property.
17. The Landlord is responsible for making sure all regulations are complied with.
18. If the Landlord no longer would like Sky Blue Homes to manage a property, they agree to give one month's notice and pay Sky Blue Homes the Let Only Set Up Fee. Sky Blue Homes reserves the right to return the management of a property to the Landlord by giving one month's notice.
19. The Landlord agrees to indemnify us as agents against any costs, expenses or liabilities incurred or imposed on us. We will not be liable for damages caused by the tenants or anyone that does not work for Sky Blue Homes Ltd.
20. The Landlord warrants that all the information that has been provided to the agent is correct to the best of their knowledge. In the event that any incorrect information has been provided, the Landlord agrees to reimburse and compensate the agent for any legal proceedings or monetary loss.
21. The maximum amount Sky Blue Homes will pay out for any damages caused by an employee is £1000.00.
22. If we manage the property for the Landlord, Sky Blue Homes will carry out works below £150.00 without any consultation from the Landlord unless otherwise agreed with us in writing.

## Commercial Landlords Fee Structure

	Let only	Management
Set Up Fees	2 Months Rent + VAT	£399 + VAT
Agree Marketing Rent	✓	✓
Advertise on Property Portals and Relevant Websites	✓	✓
Erect To Let Board	✓	✓
Carry Out Accompanied Viewings	✓	✓
Tenants References	✓	✓
Credit Check On the Tenant	✓	✓
Liaise with Guarantor if Required	—	✓
Guarantor Contracts if Required	£250 + VAT	✓
Prepare Heads of Terms	✓	✓
Prepare Photographic Inventory	Property Dependant*	✓
Collection on Initial Months Rent & Deposit	✓	✓
Deposit Administration	—	£30 + VAT
Rent Collection	—	✓
Arrears Management	—	✓
Managing Repairs	—	✓
Email Monthly Statements	—	✓
Online Transfer Rent within 7 days of Collection	—	✓
End of Tenants Inspection	—	✓
Tenancy Inspection	—	✓
Gas Safety Certificate	Property Dependant*	Property Dependant*
Energy Performance Certificate	Property Dependant*	Property Dependant*
Lease Renewal Negotiation	—	£299 + VAT
Annual Account Statement	—	✓
Deposit Dispute Resolution	—	£75 + VAT
Completing a Statuary Declaration	—	£40 + VAT
Submitting Tenancy Notices	—	✓
Liaise with Solicitors for Eviction Proceedings	—	✓
Court Attendance (Daily rate)	—	✓
Fees	1 Months Rent	8% + VAT

\* Dependant on sqft and various factors

## Acceptance of Terms and Conditions:

Please delete where applicable.

In order to instruct Sky Blue Homes to act as your agent please sign below where indicated to accept our terms and conditions and confirm property ownership.

I / we undersigned confirm that I / we are the sole / joint owner/s of the property known as:

Full address of property:

Owner's full name & address:

Email address:

Telephone:

Expected monthly rent: £

Expected deposit: £

I / we would like to be paid monthly rent by:

Sterling cheque

Bank transfer

Please note a charge of £20.00 GBP is payable for sending money to any financial institution NOT within England.

Name of Beneficiary Account:

Bank Name:

IBAN. / Account No.:

Swift Code / Sort Code:

Signed:

Signed:

Date:

Date:

Other Notes: