

# COMMERCIAL LANDLORD AGREEMENT



**skybluehomes**  
Lettings and Property Management

## 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, Loopnet, Co Star, 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 references: obtain two forms of ID and Visa if necessary, current letting reference (if applicable) and sign a deed of guarantee if applicable; take a security deposit; arrange for the signing of a lease agreement (if applicable) and provide copies of all paperwork.

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

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## OPTION II: MANAGEMENT

**WE WILL:** Advertise your property via Rightmove, Loopnet, Co Star, 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 as well as remote video viewings; collate 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 from a UK homeowner if applicable (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); Deal with end-of-tenancy deposit issues; prepare for end of tenancy and re-letting.(length dependant)

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.

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## Terms and Conditions:

1. Landlords will instruct their solicitors to prepare an agreement and will be responsible for their own solicitor's fees unless stated prior. Any license required by the local council is the requirement of the Landlord to obtain.
2. Unless we have been instructed otherwise, we will use our standard forms including guarantor form if required in respect of all lettings. (These can be viewed prior if put to us in writing)
3. This agreement is transferable.
4. The Landlord authorises Sky Blue Homes to discuss relevant details with local councils, utility companies and insurance companies.
5. Unless otherwise agreed, the rent quoted to the Tenant by us on the Landlord's behalf will be inclusive of outgoings such as Service Charges and Ground Rents (where applicable).
6. 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.
7. If the Landlord resides in the UK, they should declare their residential lettings income to the Inland Revenue annually as it may be subject to Income Tax.
8. 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.
9. Landlords with non-managed properties are responsible for maintaining up-to-date records of all tenants' Right to Rent details and remain responsible for keeping up to date with the current legislation.
10. Landlords should ensure their property and contents are adequately insured, and that their insurance company are aware of their intentions (many household policies do not cover unfurnished/furnished lettings).
11. Under Fire and Furnishings Safety Regulations, the Landlord is obliged to ensure that all furniture in properties display a label stating that they are fire resistant. If items of furniture do not comply with fire regulations, the Landlord must either change the items of furniture or authorise us as agents to either replace or remove items before tenancy commences. Failure to comply can result in prosecution.
12. 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 2016. We advise the Landlord to read the Lacors Fire & Safety Guide to ensure their property meets all requirements (we can provide copies if required).
13. Under the Electrical Equipment (Safety) Regulations 2016 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 to obtain the relevant certifications.
14. 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. Tenants must be supplied with a Gas Safety certificate. Annual inspections are required, the cost of which will be met by the Landlord.
15. On the Landlord's instructions, we can arrange for an inspection by a registered Electrician. As of the 1st of June 2020, electrical inspections must be carried out by an authorised person on all fixed electrical installations. Any existing tenancies must comply upon renewal of the existing tenancy or by 1st April 2021, whichever date falls first. When inspections are required, the cost will be met by the Landlord.
16. The Landlord will ensure they have a valid Energy Performance Certificate along with Legionella risk assessment (if required) & a Carbon Monoxide detector before we can rent their property.
17. The Landlord is responsible for making sure all housing regulations (such as Housing in Multiple Occupation (HMO) licensing) are complied with if applicable.
18. If the Landlord would no longer 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 (For each property managed). Sky Blue Homes reserves the right to return the management of a property to the Landlord by giving one month's notice.
19. Any interest earned will belong to the Agent.
20. 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.
21. 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.
22. The maximum amount Sky Blue Homes will pay out for any damages caused by an employee is £1000.00.
23. If we manage the property for the Landlord, Sky Blue Homes will carry out any maintenance works below £250.00 without any consultation from the Landlord unless otherwise agreed with us in writing.



Landlords Fee Structure	Let only	Management
Set Up Fees	1 Months Rent + VAT	£799 + VAT
Agree Market rent	✓	✓
Advertise on property Portals and Relevant Websites	✓	✓
Erect To Let Board	✓	✓
Carry Out Accompanied Viewings	✓	✓
Tenants References	✓	✓
Credit Check On the Tenant	✓	✓
Liasise with Guarantor if Required	—	✓
Guarantor Contracts if Required	£60 + VAT	✓
Liaise with solicitors	✓	✓
Drone Footage	Property Dependant	✓
Prepare Heads of Terms	✓	✓
Prepare Photographic Inventory**		£399 + VAT
Collection of Initial Months Rent & Deposit	—	✓
Deposit Administration	—	✓
Rent Collection	—	✓
Arrears Management	—	✓
Managing Repairs	—	✓
Email Monthly Statements	—	✓
Online Transfer Rent within 7 days of Collection	—	✓
End of Tenants Inspection	—	✓
Tenancy Inspection	—	✓
Gas Saftey Certificate	Property Dependant*	Property Dependant*
Energy Performance Certificate	Property Dependant*	£75
Lease Renewal Negotiation	N/A	£299 + VAT
Utility Management	—	✓
Tenant Eviction Cover	—	Property Dependant*
Annual Account Statement	—	✓
Deposit Dispute Resolution	—	£75 + VAT
Completing a Statuary Declaration	—	£40 + VAT
Submitting Tenancy Notices	—	✓
Liaise with Solicitors for Eviction Proceeding	—	✓
Court Attendance(Daily rate)	—	✓
Management Fee	N/A	8% + VAT

\* Dependant on sqft and various factors



## Acceptance of Terms and Conditions:

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

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Bank transfer

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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: