



Keywise Properties Ltd is an established company operating in the fields of lettings and sales with a team of dedicated and experienced staff with a collective 35 years of experience in the property business.

The Lettings team have been accredited by the London Landlords Accreditation Scheme and are members of Association of Residential Letting Agents (ARLA), Tenancy Deposit Scheme and Homelet Insurance.

The Sales team have a wide experience in the residential and commercial sales and marketing and can assist in the sales and acquisition of properties. Keywise is registered with the Ombudsman for Estate Agents for Residential Sales and for Residential Lettings and Home Information Packs (HIPs).

The Administration team is dedicated to the smooth processing of letting agreements, inventories, sales agreements, management of properties and information to landlords, tenants, vendors, and buyers.

Keywise have their successfully operating office in Goodmayes over the last 8 years and now in Stratford due to very high demand from professional tenants from this part of London.

We offer a range of services to suit individual needs and specialise in full management lettings with over 200 properties in our portfolio and many other successful lets with satisfied landlords who choose to come back to us for our professional and friendly service.

If you would like to discuss any aspect or require any further information, please contact us.

ILFORD OFFICE
36 Goodmayes Road
Goodmayes, Ilford
Essex IG3 9UR

Tel: 020 8590 1288
Fax: 020 8597 1025

STRATFORD OFFICE
125 The Grove
Stratford
London

Tel: 020 8221 1162
Fax: 020 8519 8452



Landlord Information Guide

Marketing your Property

All properties are advertised on www.rightmove.co.uk as well as our own website www.keywiseproperties.co.uk

Regular advertisements in local newspapers and the location of our offices ensure that we have constant enquires from prospective Tenants. In addition we have contacts with local companies, relocation companies and recommend erecting a "To Let" board where possible.

Viewings

All viewings are by pre-arranged appointments and we never hand out keys to the prospective Tenant.

We are happy to accompany prospective Tenants to your property and will keep you advised of any helpful feedback we receive.

Credit Checks

To ensure as far as possible that the Tenants are suitable, we employ independent companies that specialise in vetting Tenants and carry out various checks to establish their creditworthiness. It should be acknowledged that the system is not infallible. However, Homelet Rent Guarantee Insurance and Legal Protection covers against such eventualities.

Inventory

A basic Inventory is included in our full management and let only services. However, if you require a detailed Inventory, please advise us 5 working days prior to the commencement of the tenancy for this to be arranged. The cost of this service is £135.00.

Letting Services

Let Only Service

Only 10% Commission

Where we collect the rent, we will deduct the commission fee from the first rental payment. If the fee exceeds the first rental payment, the balance must be paid up front prior to the commencement of the tenancy

Full Management Service

Only 12% Commission or Rent GUARANTEE Scheme (on selected properties)

In addition to the Let Only Service

Tenancy Agreement

Your preferences regarding the allowing (or not) of smokers, pets and children at the property are strictly adhered to. In most cases a private residential tenancy will be governed by the Housing Act 1988 (as amended in 1996) and will be an Assured Shorthold Tenancy.

These tenancies are either for a minimum period of 6 months, or one year. They can be renewed for an additional 6 months/year or let to run on a periodic basis (weekly/monthly).

Alternatively when the Tenant is a Company, these tenancies are not governed by the Housing Act, but will include many of the same clauses and conditions of an Assured Short hold. In these agreements the notice period is agreed between each party prior to the start of the tenancy (usually two months notice on either side). Tenancies with an annual rent in excess of £25,000 per annum are not governed under the Housing Act and therefore take the format of a Company Tenancy.

Safety

There are now various laws and recommendations governing the safety of tenanted property: -

Gas

All properties that have either natural or bottled gas are required by law to have an annual **Gas Safety Certificate** issued by a CORGI registered engineer and a copy provided to the Tenant as well as ourselves. A CORGI registered engineer must carry out pipe work or installation on all work carried out on any gas appliance.

Electricity

Landlords have a Duty of Care under Common Law to ensure that the electrical installations and appliances are safe. From 1st January 1997, all new electrical appliances must carry a 'CE' mark and instruction booklet or clear working instructions must be provided. A safety inspection certificate by a contracted member of NICEIC is recommended.

Furniture & Furnishings

All furniture including beds, divans, sofa beds, children's furniture, cots, cushions, high chairs, mattresses, pillows and seat pads left at the property by the Landlord must comply with the Fire Safety Regulations 1988 as Amended 1993. Upholstered furniture purchased after 1993 should carry a label with the heading "Carelessness causes fire".

Mattresses should have a label stating compliance with BS7177. Any items not appropriately labeled may not conform to the regulation and must be removed from the property.

Smoke Alarms

There is no legal requirement to install smoke alarms in a let property; however, we believe it is in the best interest of both the Landlord and the Tenant that at least two alarms are installed.

Please note that new build properties are required to have mains wired smoke alarms by law.

Carbon Monoxide

There are no regulations requiring detectors in let property however we recommend that they be installed.

General Information

Service Contracts

Many Landlords have service contracts for central heating, kitchen and electrical appliances and so on. It is advisable to keep these in force whilst the property is tenanted, leaving full details with us. Also, if you have any preferred contractors please advise us and we will endeavour to use them.

All instruction manuals should be left at the property. Please advise us of the location of the main stop cock, distribution/fuse box, private drainage system and the alarm code (if fitted) etc.

You should maintain the property during the let as if you were living in it yourself because: -

- The expenditure may be tax deductible
- The market value of the property is maintained
- The standard of tenant and rental value will be maintained

Condition of the property

The property should be maintained in good decorative order inside and out. The wiring and plumbing should be safe, in a good state of repair, and the property left clean and tidy. The standard of property would also ensure a sooner let.

The Garden

The garden should be left neat and tidy. It is a requirement of our Rental Agreement that the Tenant keeps the grass cut, borders and paths weed free and shrubs trimmed and trees pruned. Adequate gardening equipment should be left for the Tenant to maintain the garden. A power breaker should be provided if any electrical garden equipment is provided. Should you require certain plants or trees to be pruned or treated in a special manner, we recommend that you employ a specialist gardener.

What to leave

We are pleased to give advice on what items to leave at the property. Unfurnished properties should normally have carpets, curtains, kitchen white goods and lampshades. As a common rule, do not leave items of a personal or sentimental nature, or valuables of any kind.

Mail

Please make arrangements with Royal Mail to have your post re-directed.

Keys

There should be at least one full sets for the Tenant, including the garage, shed, window locks etc, and one full set of keys for ourselves to hold for emergencies and inspections.

Tenancy Deposit Protection Scheme (TDS)

The legislation came into effect on 6 April 2007 for all deposits taken on Assured Shorthold Tenancies will have to be covered by a tenancy deposit protection scheme.

Many tenants in the private sector give their landlords a deposit against possible nonpayment of rent or damage to property. When a tenancy comes to an end, there is usually no disagreement about the return of the deposit.

But sometimes there is, and this can cause much hardship and inconvenience to both landlord and tenant.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) made provision for both the protection of tenancy deposits and the resolution of disputes over their return.

How are the deposits held and protected?

Keywise Properties Ltd is a member of the Tenancy Deposit Scheme, which is administered by:
The Dispute Service Ltd, PO Box 541, Amersham, Buckinghamshire HP6 6ZR

Keywise Properties Ltd holds the deposit in the Clients Account. In most cases the tenant and the landlord will decide between them, assisted by ourselves if necessary, how the deposit should be allocated. If there is a dispute, the landlord or ourselves have a couple of weeks to resolve it. After that, any of the parties – landlord, agent or tenant – can approach the Independent Case Examiner (ICE). He will appoint an

adjudicator to assist him in considering the evidence they provide, and will aim to issue his decision within 15 working days of receiving all the necessary papers.

If there is a dispute, what happens to the deposit?

The member will transfer the disputed amount to The Dispute Service. It has a special cash fund, which enables the ICE to carry on with adjudication and to pay out the deposit even if the member has not sent it. If the member has not sent the deposit, The Dispute Service will claim it from its insurers as necessary. It will then pursue the member for repayment. The Dispute Service will pay out the deposit according to the instructions of the ICE following his award.

How are disputes resolved?

- You have 20 working days to raise a dispute, and the Member has 10 working days to resolve it.
- If not, you decide if you want to go to court, or to have the ICE deal with it – which is what most people prefer.
- Send details of the dispute on form TDS 2 Notification of Dispute, together with relevant documentation, to the ICE.
- whoever is holding the deposit must send the amount in dispute to the ICE.
- The ICE will copy the details of the dispute to other party, asking them to tell him within 5 working days if they intend to challenge it. They have a further 5 working days to send in their side of the story i.e.10 days altogether.
- The ICE will appoint an adjudicator to assist him, with a view to issuing adjudication within 15 working days of receiving all the necessary paperwork.
- The disputed amount will be paid out in accordance with the adjudication within a further 10 working days.

Notices

Termination of the tenancy will be in accordance with the Housing Act 1988 and any clause stated in the Tenancy Agreement.

Damages

When an inventory has been prepared and the Tenant checked in and out, with the exception of fair wear and tear, any deterioration will be corrected.

Income Tax

The Inland Revenue state that all UK derived income is subject to taxation after the deduction of allowable expenses. It is **your responsibility** to advise the Tax authorities that you are renting out your property.

We are able to offer general guidance regarding allowable expenses, but strongly recommend you consult an accountant.

If you are living or going abroad, the Government requires the letting agent to deduct Income Tax from rental income before passing it to you unless you register with the Inland Revenue as a Non Resident Landlord and supply us with confirmation of an approval number issued by the Inland Revenue.

Council Tax

Council Tax is payable by the tenants of the property and a clause to this effect is included in our tenancy agreement. During void periods, the landlord is responsible for this payment.

Ground Rent and Maintenance

The landlord is usually responsible for the ground rent and any service charges and the maintenance of the property.

Insurance and Mortgages

It is your responsibility to advise your mortgage provider that you intend to rent your property out. Most Banks and Building Societies require you to seek their permission.

Your buildings and contents insurance should be amended to account for the fact that the property is tenanted.

We have access to Insurance and Mortgage providers who specialise in the rental market, and will be pleased to pass your details to them if required.

All service charges are subject to VAT

If you would like to discuss any aspect or require any further information, please contact us.

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Website: www.keywiseproperties.co.uk Email: info@keywiseproperties.co.uk VAT No. 926 3224 35 Company No. 03768789



SCALE OF CHARGES

Let Only

10% + VAT of the Annual Rent

Management

12% + VAT charged monthly + initial charge of £250.00 administration fee

TDP (Tenancy Deposit Protection)

£55.00 (if the landlord is not a member of an approved scheme, the deposit will be held in Keywise Properties Ltd - Clients Bank Account)

Gas Safety Certificate

£55.00 + cost for any works pointed out to obtain satisfactory certificate (this fee will still be charged in case of an unsatisfactory certificate)

Electric Safety Certificate

£120.00 + cost for any works pointed out to obtain satisfactory certificate (this fee will still be charged in case of an unsatisfactory certificate)

Detailed Inventory

£135.00 + VAT

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Stratford
London E15 1EN
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Property Management Agreement

Address of Property: _____

Letting to Commence: _____

Commission %: _____

Owner's Name: _____

Owner's forwarding Address: _____

_____ Tel: _____

Length of Agreement: _____

Terms & Conditions

1. For the purpose of this Agreement, the term "The Agent" shall mean Keywise Properties Ltd. "The Landlord" shall mean the owner or joint owner of the property to be let. "Guaranteed" rent shall mean whether the property is tenanted or not and whether we receive rent or not, the Landlord shall be paid.
2. The Landlord must provide the Agent with the following:
 - a) Passport
 - b) Driving Licence
 - c) Utility Bill showing current address within last 3 months
 - d) Bank statement for last 3 months
 - e) 2 Sets of keys for the property to be let
 - f) Proof of ownership
 - g) Valid Let Buildings Insurance certificate
3. It is the responsibility of The Agent of finding, vetting and placing the tenants into the property in the manner it sees fit.
4. The Agent shall carry out a basic inventory at the time of the tenant moving in to the property. The Agent is also responsible for transferring the gas, electricity and water supplies and council tax in the name of the Tenant. If the Landlord requires a full detailed inventory, then the Landlord would be charged £135.00 for this service.
5. The Agent would endeavour to inspect the property once every month.
6. The Agent would not be held responsible for the Landlord's timing of mortgage payments or any of the Landlord's letters or any other obligations of the Landlord.
7. The Agent would pay the rent received or agreed amount to the Landlord less deductions of our commission and cost for any repairs or any other services incurred. The rent is payable in arrears on a set date agreed by both parties every calendar month. If the rent is Guaranteed, then the rent shall commence from the day after the grace period has lapsed (e.g. the grace period is 3 weeks, then the rent shall commence at the end of the 3 weeks).

8. It is the responsibility of the Landlord to collect the cheque on the date due. If the Landlord wishes, the cheque and rent statement would be posted to the given address on the date due. Alternatively, if the Landlord wishes, the rent could be paid directly into their bank account via standing order and must understand that it may take upto 5 working days for the payment to be shown in their account due to the banking clearance procedure.
9. The Landlord agrees that the Agent would not be held responsible for the property including any outgoing during the void period between lets.
10. Tenancy Deposit Scheme - The Agent would hold the deposit as Stakeholder as per Housing Act 2004, which at the end of the tenancy would be returned to the tenant. The Landlord would be charged a fee of £55.00 for lodging the deposit with the Agent's chosen scheme provider. If at the end of the tenancy, there are any disputes regarding the deposit, then the deposit and appropriate paperwork would be passed onto the scheme providers' chosen arbitration service.
11. The Agent is a member of the Tenancy Deposit Scheme which is administered by: The Dispute Service Ltd, PO Box 541, Amersham, Buckinghamshire, HP6 6ZR
12. If the Landlord wishes to inspect their property, they must give the Agent 48 hours notice in advance so that the tenants may be informed.
13. The Landlord agrees to pay the Agent a fee of £2.00 for each and every duplicate copy of any rental statement.
14. The Landlord agrees to pay the Agent a fee of £20.00 for each and every replacement cheque.
15. The Landlord agrees to pay the Agent a fee of £50.00 to prepare an annual rent statement or any such statement.
16. The Landlord agrees to pay the Agent a fee of £150.00 for each and every written rent appraisal.
17. The Agent will inform the Landlord of any repairs necessary that are reported to the Agent by the Tenant. If the Landlord does not inform the Agent of his intentions to carry out the repairs within 24 hours of reporting them, or authorise the Agent to carry the repairs out on his behalf, then The Agent will carry out the repairs and deduct the cost for the repairs from any rent that is due to the Landlord. In case of emergency repairs such as heating, water or electrics, the Landlord must carry out these repairs within 12 hours of the matter having been reported to the Landlord. If the Landlord fails to do this, then The Agent would carry out the repairs and the cost of such repairs would be deducted from the rent.
18. The Landlord authorises the Agent to carry out repairs to the property upto the value of £250.00 without their consent. The Agent would exceed this limit if in the Agent's opinion exceeding the limit would prevent further damage to the property.
19. The Landlord is responsible for providing the Agent with a valid Gas Safety certificate carried out by a CORGI registered engineer and an Electric Safety certificate carried out by an NICEIC registered engineer. The Agent also offers to arrange this service.
20. If at the inspection of the property a CORGI or NICEIC engineer identifies any faults then these repairs would be carried out at the expense of the Landlord.
21. If the property is required furnished, it is the responsibility of the Landlord to furnish the property with furniture that complies with fire safety regulations. The Agent also offers this service.
22. If the Landlord wishes the Agent to engage with any loss adjusters, solicitors, accountants or any other contractor, the Agent would charge a fee of £30.00 per hour.

23. In the event that the Landlord approaches the tenants or the appropriate rent payer then, the Landlord would be deemed to be in breach of this contract. By implications, it should be understood that the rent obligation would be null and void; however, the Landlord would be liable to pay the Agent commission or early termination charges, whichever is greater.
24. If the Landlord requires the vacant possession of the property, then the Landlord needs to seek legal advice on the matter. If the Landlord wishes for the Agent to act on their behalf then the Landlord agrees to pay the Agent a fee of £350.00 plus court fees.
25. If the rent is guaranteed, then the Landlord shall assist the Agent to evict the tenant at the discretion and expense of the Agent. If the Landlord refuses to assist the Agent to evict the tenant, then the rent would cease to be payable and the agreement would be null and void.
26. If the Landlord wishes to terminate this agreement, the Landlord may do so by giving the Agent a written notice of 3 calendar months and agrees to pay the Agent commission for the remaining term of the contract or commission of 3 months, whichever is greater.
27. The Agent would endeavour to hand back the property to the Landlord at the end of the notice (including early termination of the contract) in a reasonable state of repair allowing for wear and tear, carpets, vinyl, white goods, and paint which would be written off at the end of the contract or at an early termination of the contract. This does not apply to deliberate damage caused by the tenant.
28. If the Agent wishes to terminate this agreement, then the Agent would give one calendar months notice to the Landlord. The property would then be handed to the Landlord upon expiry of this notice.
29. Non-resident Landlords need to supply the Agent with their overseas address and necessary paperwork as to their tax status as a non-resident Landlord. If the Landlord is not exempt from paying income tax on the rental income then the Agent would deduct the tax at the appropriate rate set by Inland Revenue. The Agent would charge a fee for this service at the rate of 12% to cover our administrative costs. The Landlord also needs to provide the Agent with a certified Power of Attorney and certified documents as per clause 2 for anyone acting on their behalf.
30. The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss, or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

All the above fees are subject to Vat at the prevailing rate.

Declaration

I/We, the Landlord(s) of the property to be let, have read and understood the Terms & Conditions and agree to abide by them. I/We also agree to pay by deduction from the rental income **£250.00** as a one-off Administration Fee.

Signature: _____ Name: _____
(Owner)

Signature: _____ Name: _____
(Owner)

Signature: _____ Name: _____
(For Keywise Properties Ltd)

Date: _____