



**Letting and Management**

Instruction Form

Clients Names & Correspondence addresses:

NOTE: This is the information to be used on the tenancy.

Contact numbers:	
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Email address:	
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Letting addresses:	
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Fee quoted:
<p>Full Letting and Management: £400 set up fee and 10% of the monthly rent <input type="checkbox"/></p> <p>Rent Collection only: £400 set up fee and 8% of the monthly rent <input type="checkbox"/></p> <p>Rent Protection Cover £250 per annum <input type="checkbox"/> Inventory is charged at cost from £72 for a 2 bed property.</p> <p>Tenant Find Only: 50% of the first month's rent. Minimum charge £550 <input type="checkbox"/></p> <p><b>Please tick the appropriate box to confirm the service you require.</b></p>

Suggested rental:	
Availability date:	

01.03.23

**Kearsney Property Services**  
10 Loxwood Close  
Whitfield  
Dover  
Kent  
CT16 3NU

01304 825153  
office@kearsneypropertyservices.co.uk



Deposit will be set at maximum allowable amount of 5 weeks rent.

Inventory Required	<p style="text-align: center;"><b><u>For non-managed properties only</u></b></p> <p>YES (We will instruct an independent inventory provider and charge £100 for 2 bed increasing by £20 per extra room)</p> <p>NO (we will provide our own)</p>
<b>Check in</b> (please provide details of who to contact to arrange check in with the tenant)	<p>This can be arranged for £50 please confirm if required YES / NO</p>

Restrictions: (i.e. pets, children, smokers etc.)

Deposit Scheme used

Landlord ID

Bank details for rental forwarding

Bank address:

Account name:

Account number:

Sort code:

Mortgages: You must inform your building society / bank that the property is to be let.

Has this been done? Yes  No

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Lender:	
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Insurance:	Has your insurance company been informed that the property is to be tenanted? Yes <input type="checkbox"/> No <input type="checkbox"/>
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Insurer & policy no:	
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Council tax (Local authority):	Authority : DDC	Tax Band:
Property reference:		

Electricity supplier:	Supplier:	Supply Number:
Property reference:		

Gas supplier:	Supplier :	Gas Meter Ref Number:
Property reference:		

Water Suppliers:	Affinity Water and Southern Water	
Property reference:	Water Meter Y/N	Location:

Smoke alarms:	Fitted? Yes <input type="checkbox"/> No <input type="checkbox"/> (Please arrange installation) Legal Requirement from October 1 <sup>st</sup> 2015
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Carbon Monoxide alarm:	Fitted? Yes <input type="checkbox"/> No <input type="checkbox"/> (Please arrange installation)
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Location of meter cupboard:	
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Location of main water stop cock:

Repairs & maintenance:	Emergency out of hours works will be carried out as & when necessary. All other repairs & maintenance works exceeding the £300 ceiling will be referred to client for approval / further instructions.
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Details of Maintenance contracts / guarantees / warranties:

Expiry date:

OVERSEAS LANDLORDS	Under the Finance Act 1995, we are obliged to withhold & pay over funds to the Inland Revenue in the absence of an NRLI approval number – (for each owner).	Approval No(s)



**WARRANTY & INDEMNITY STATEMENT**

**Furniture & Furnishings Regulations**

Kearsney Property Services is under a legal obligation to ensure that certain furniture supplied by the Client with the letting complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 (The Regulations). The Client has been provided with a leaflet explaining obligations under the regulations and which also set out those items of furniture which must comply with the regulations.

In respect of those items of furniture to which these regulations apply, the Client:-

- a) Warrants and Represents to Kearsney Property Services that all furniture supplied or to be supplied by the Client during the term of the letting will where so applicable comply with the regulations and
- b) Has agreed to fully indemnify and keep indemnified Kearsney Property Services against all actions, proceeding, claims (whether Civil or Criminal) brought or made against Kearsney Property Services and from all costs, expenses, charges, fines or damages incurred by or imposed on Kearsney Property Services by reason of any breach by the Client of the warranty.

**Gas Safety**

\* Please arrange for Gas Service and provision of Gas Safety Certificate on our behalf / \* We have an existing gas service contract and we will supply Kearsney Property a current certificate / \* This property does not have gas appliances.

**Electrical Safety**

\* Please arrange for an electrical check on our behalf / \* We will arrange for an electrical check and will provide Kearsney Property Services with a copy of the report. From June 2020 it became a legal requirement to provide a satisfactory Electrical Installation Condition Report.

**Energy Performance Certificates**

With effect from 1 October 2008 EPCs were introduced. Landlords are legally obliged to provide a valid EPC to potential tenants each time a property is offered for rent. These will be valid for 10 years and do not need to be renewed with each change of tenancy. The tests are a mechanism for rating a property in terms of energy efficiency and environmental impact. The tests will be carried out by an accredited Domestic Energy Assessor.

\* Please arrange for an EPC on our behalf / We have a current EPC certificate.\* delete as appropriate.

**Sign**

**Date**

**Print**

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**Confirmation of above & acceptance of Kearsney Property Services Terms & Conditions**

**Signed (Client)**

Signed for Kearsney Property Services

**Name (Please print)**

Name (Please print)

**Date**

Date

**'Kearsney Property Services'**

An independent business operated by Karen Southon.

**'the Client'**

The person/business named overleaf

**'the Service'**

KEARSNEY PROPERTY SERVICES will act as the sole managing agent of the Property on behalf of the Client to include introducing a Tenant to the Client, instructing third parties to carry out any repairs and/or maintenance of the Property and collect all Rental Payments due from the Tenant to the Client in accordance with the Tenancy Agreement subject to clause 2.7 of these terms and conditions

**the Fee**

the Fee identified in the Letting & Management Instruction Form

**Commission**

% of each monthly Rental Payment

**Rental Payment**

the monthly payment to be paid by the Tenant to the Client under the Tenancy Agreement

**Tenancy Agreement**

the agreement entered into by the Client and the Tenant for the letting of the Property

**The Property**

the property specified in the attached Letting and Management Instruction Form

**The Tenant**

the person named in the Tenancy Agreement

**Disbursements**

any costs incurred by KEARSNEY PROPERTY SERVICES in connection with providing the Service to include, but not exclusively, employing third parties to carry out works at the Property, having keys to the Property cut and obtaining references relating to the Tenant and potential Tenants.

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- Payment Date** the date upon which the Rental Payment is due to be made to the Client under the Tenancy Agreement
- Mortgage Company** any Bank, Building Society or other financial organisation which has a legal charge over the Property
- Letting & Management Instruction Form** The form overleaf

## 2. Supply of the Service

- 2.1 KEARSNEY PROPERTY SERVICES shall provide the Service to the Client in accordance with these terms and conditions
- 2.2 KEARSNEY PROPERTY SERVICES will disclose any relationship which exists between KEARSNEY PROPERTY SERVICES or any member of its staff and any prospective Tenant as soon as KEARSNEY PROPERTY SERVICES becomes aware of any such relationship.
- 2.3 The Client authorises KEARSNEY PROPERTY SERVICES to liase on its behalf with any third party in connection with the Service, including but not exclusively, estate agents, surveyors, financiers, solicitors and tradesmen.
- 2.4 KEARSNEY PROPERTY SERVICES may at any time, without notifying the Client, make any changes to the Service which are necessary to comply with any statutory requirements, or which do not materially affect the nature or quality of the Service
- 2.5 KEARSNEY PROPERTY SERVICES may instruct any third parties it deems necessary to assist it in the provision of the Service.
- 2.6 The Client irrevocably authorises its professional advisors to provide KEARSNEY PROPERTY SERVICES with such information as KEARSNEY PROPERTY SERVICES may reasonable require.
- 2.7 KEARSNEY PROPERTY SERVICES will attempt to collect all Rental Payments from the Tenant on the Payment date however KEARSNEY PROPERTY SERVICES will not be responsible for taking any legal action on behalf of the Client for any breach of the Tenancy Agreement including, but not exclusively, non payment of rent.
- 2.8 The Client authorises KEARSNEY PROPERTY SERVICES to obtain reasonable numbers of copies of all keys for the Property

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### 3. Charges

- 3.1 The Client authorises KEARSNEY PROPERTY SERVICES to deduct their Commission and any Disbursements from the Monthly Rental
- 3.2 The Fee is payable from the date the Letting & Management Instruction Form is signed and is not refundable
- 3.3 KEARSNEY PROPERTY SERVICES shall be entitled to vary the Fee or the Commission from time to time by giving not less than three months' written notice to the Client
- 3.4 All charges quoted to the Client for the provision of the Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time
- 3.5 KEARSNEY PROPERTY SERVICES will provide the Client with a statement of account to the Client detailing the Rental Payments received from the Tenant for the Property and all Disbursements.
- 3.6 KEARSNEY PROPERTY SERVICES will be entitled to retain any interest accrued on any monies held on behalf of the Client
- 3.7 Should the tenant that KEARSNEY PROPERTY SERVICES introduce to the property buy the property, the client will pay KEARSNEY PROPERTY SERVICES 1% of the agreed purchase price upon exchange of contracts.
- 3.8 A free company "To Let" board may be erected at the property once instructions to let have been received. (Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

#### **Additional Charges Payable to the Agent.**

- 3.9 The cost and quotation for the preparation of an Inventory (if required) is available at request.
- 3.10 The cost of any overseas calls faxes and redirected of mail on behalf of the landlord shall be recoverable.
- 3.11 The Check in and Check out of tenants from the property (*for tenant find only instructions*) – will be charged at £65 per visit to the property.
- 3.12 If a tenant is found for the property and suitable references have been obtained under the Landlord's instructions and the landlord does not proceed with the letting for whatsoever reason, a minimum fee of £200 is payable to the agent for works undertaken.
- 3.13 A sum equivalent to 10% of the value of any insurance claim (minimum fee £50) administered or dealt with by the agent on behalf of the landlord is recoverable.
- 3.14 For vacant properties or empty periods between lets and when tenants have vacated the property and the property remains empty, the agency does not offer a management service or takes any responsibility for any damage, injury or liability that may arise at the property during this period.





#### **4. The Deposit**

- 4.1 Except where otherwise provided in writing, the Agent shall hold the deposit in accordance with the provisions of the Tenancy Deposit Schemes as set out in the Housing Act 2004. Such deposit shall be the equivalent of [four weeks'] rent. The Agent will within fourteen days of the signing of the Tenancy Agreement (or such other period as shall be prescribed by legislation) subscribe to one of the designated Tenancy Deposit Schemes and within such period shall provide to the Landlord and to the Landlord's tenant full details of the scheme including such other information as may be reasonably required.
- 4.2 After the determination of the Tenancy the Landlord shall use his best endeavours to agree with his tenant what deductions should be made from the deposit and will in any event within twenty days of the termination of the tenancy notify the Agent of what sums / issues remain in dispute.
- 4.3 the Agent will, as soon as reasonably practicable after such notification, refer the dispute to the Administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. The Landlord agrees to provide such cooperation as is reasonably required to assist in such a referral and the determination of any dispute. This obligation does not in any way limit the Landlord's right to make an application to the County Court where appropriate. Work involved in any adjudication case is charged at £20 per hour.
- 4.4 Except with the consent of the Landlord's tenant or where there has been a determination made by the relevant Tenancy Deposit Scheme or by a Court of Law, the Landlord accepts that notwithstanding the terms of his Tenancy Agreement, no deductions will be made from the deposit and that he will not be entitled to claim interest thereon.

#### **5. Client's Obligations**

- 5.1 The Client must inform KEARSNEY PROPERTY SERVICES if any of the information contained in the Letting & Management Instruction Form changes. At KEARSNEY PROPERTY SERVICES's absolute discretion an additional fee may be charged for any such amendments to be payable by the Client to KEARSNEY PROPERTY SERVICES immediately.
- 5.2 The Clients authorises KEARSNEY PROPERTY SERVICES to carry out any works, which in the absolute discretion of KEARSNEY PROPERTY SERVICES, are required in order to ensure the safety of the Tenant or any third party without obtaining the prior approval of the Client.
- 5.3 The Client confirms that he is the sole or joint owner of the Property and is entitled to rent the Property to the Tenant in accordance with the Tenancy Agreement and that the Client has the consent of his Mortgage Company (if any) to the Tenancy Agreement



## **6. Rights in Information**

- 6.1** Any documentation or information provided by KEARSNEY PROPERTY SERVICES and any copyright or other intellectual property rights in it shall belong to KEARSNEY PROPERTY SERVICES

## **7. Warranties and Liabilities**

- 7.1** KEARSNEY PROPERTY SERVICES warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Letting & Management Instructions Form
- 7.2** KEARSNEY PROPERTY SERVICES shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the provision of the Service or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival.
- 7.3** Except in respect of death or personal injury caused by KEARSNEY PROPERTY SERVICES's negligence, KEARSNEY PROPERTY SERVICES shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of KEARSNEY PROPERTY SERVICES, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Client, and the entire liability of KEARSNEY PROPERTY SERVICES in connection with Service shall not exceed the amount of KEARSNEY PROPERTY SERVICES's charges for the provision of the Service,
- 7.4** KEARSNEY PROPERTY SERVICES shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of KEARSNEY PROPERTY SERVICES's obligations in relation to the Service, if the delay or failure was due to any cause beyond KEARSNEY PROPERTY SERVICES's reasonable control
- 7.5** The Client warrants that all furniture supplied by the Client for the Property complies with the Furniture (Fire) (Safety) Regulations 1988, the Furniture and Furnishings (Fire)(Safety)(Amendment) Regulations 1993 and all other statutory requirements and the Client indemnifies KEARSNEY PROPERTY SERVICES against any claims by the Tenant or any third party for any breaches of the said statutory requirements

## **8. Termination**

- 8.1** The Client shall be entitled to terminate the contract at any time by giving KEARSNEY PROPERTY SERVICES 3 months' written notice, to expire on the date on which the then current Tenancy Agreement expires

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**8.2** Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed

## **9. General**

- 9.1** These Conditions (together with the terms, if any, set out in the Letting & Management Instruction Form) constitute the entire agreement between the parties, supercede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 9.2** KEARSNEY PROPERTY SERVICES may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client
- 9.3** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 9.4** No failure or delay by either party in exercising any of its rights under these conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- 9.5** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 9.6** Any dispute arising under or in connection with these conditions or the provision of the Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society
- 9.7** English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

***NOTE: Kearsney Property Services is a controller under data protection law. For further details about how we collect and process your personal data, together with information about your privacy rights, please see our Privacy Policy here: [www.kearsneypropertyservices.co.uk/privacy-policy.html](http://www.kearsneypropertyservices.co.uk/privacy-policy.html)***