Terms of Business



Agency details	Agency proprietor	
Martin & Co Birmingham Harborne 143 High Street Harborne Birmingham West Midlands,B17 9NP t: 0121 4272020 f: 0121 427 7745 e: harborne@martinco.com w: birmingham-harborne.martinco.com	M.D.R Properties Limited t/a Martin & Co (Birmingham Harborne & Birmingham City) Registered No: 07887348 Registered Office Address 143 High Street, Harborne, Birmingham, B17 9NP VAT No: 127963780	

What is included within each service	Fully Managed	Tenant Find Only
Repossession Service Should your tenant breach the terms of their Tenancy Agreement under any of the grounds for Possession including anti-social behaviour, we will arrange legal representation to negotiate re-possession of your property.*	4	
Defended Action We arrange legal representation to negotiate re-possession of your property even in the event of a defended action.*	1	
Eviction of Squatters We arrange legal representation to negotiate your legal rights to evict anyone who is not entitled to live at your property.*	1	
Property Damage We arrange legal representation to negotiate your legal rights after any event which causes more than £1,000 (one thousand pounds) of physical damage to your property. *	1	
Legal Defence We arrange legal representation to defend your legal rights should an event arise from letting your property that leads to you being prosecuted in a criminal court *	1	
Helpline Services Whilst your property is occupied, we arrange access to helpline services which include legal advice, tax advice, domestic assistance and counselling.*	1	
Tenant Monitor We arrange for the tenant's credit status to be monitored throughout their tenancy and we will notify you of any serious adverse change in their credit status.	1	
Management Visits We arrange to visit the property and report in writing within three months of the tenancy starting and then 6 monthly whilst the tenancy remains in force and always provided that your tenant grants access. For an additional fee we can arrange additional visits and if the property is designated as a Licensable House in Multiple Occupation additional visits will be required. Our visits are visual inspections only, not surveys.	~	
Maintenance Arrange all repairs up to an approved spend limit without consent if cleared funds are held except in an emergency. No liability arises if no funds are held; Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute. Instruct contractors on the LandlordÂ[]s behalf as the agent of the Landlord. Payment of the invoices are your responsibility. We manage routine maintenance work using our approved contactors. We will agree a delegated spend limit with you above which we will seek your approval before instructing contractors (except for cases of genuine emergency when we will exercise discretion to instruct any reasonable work to keep your tenant and your property safe).	*	
Out-of-Hours Emergency Service We help your tenant deal with emergencies at the property which occur outside of normal office hours. Should this service be abused, we will redirect the contractor's call-out costs to your tenants account.	*	
Payment of Bills We settle property specific bills that are your responsibility by deduction from rental income. If we hold insufficient funds we will request you place funds on deposit.	1	
Tenancy Matters We manage all day to day contact with your tenant and endeavour to resolve all routine matters arising during the tenancy.	1	
Check in We arrange a check in of the Inventory at the property by an inventory clerk at the commencement of the tenancy at your expense	1	~
Check Out We arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at your expense	1	
Damage Disputes We will liaise between you and your Tenant in the event of a dispute concerning the return of a Security Deposit subject to the rules of a Government Approved Deposit Scheme.	1	
Gas, Electric, Water and Council Tax Liability We arrange the transfer of billing liability between you and the tenant at the start and end of tenancies.	1	

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Rent Receipting We ask your tenant to set up a standing order or direct debit mandate for rent payments and we account to you for the rent received, less outgoings and our fees accompanied by a statement delivered by email, within five working days of funds being cleared into our account.Credit Control We pursue unpaid rent through written and telephone contact with your tenant. We will liaise with your solicitors in cases requiring legal action.Gas and Electrical Safety Testing (PAT) We arrange for a Gas Safe registered engineer to carry out a Landlord Gas Safety Certificate (at your additional cost) before the property is first let and then annually. At your option (and additional cost) we will arrange portable electrical appliance testing (PAT) and a fixed wiring test.Rental Assessment We estimate the rental value in current market conditions, recommend the type of tenant who would be most suitable and agree with you terms on which the property will be marketed.Marketing We promote the property to a wide audience including through our website, property portal websites and our database of registered applicants, local employers and office callers. Where appropriate we will erect a sign board and for an additional fee we can undertake special	* * * *	· ·
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advertising.		
References We conduct identity and credit checks and take up employer and current landlord references if relevant). If you instruct us to in writing, we also carry out UK residency checks (Refer to The Brochure: Right to Rent clause). You may inspect the references. For applicants who have a clean credit history but are financially weak for the rental commitment we ask either for a Guarantor and / or obtain full settlement of rent in advance for the term of the tenancy.	~	~
Tenancy Agreement Ve draw up a Tenancy Agreement between you and your tenant and sign the Tenancy Agreement as agent on your behalf. We may use electronic signature technology.	1	~
Security Deposit We protect the security deposit (Â[the DepositÂ]) through a government approved scheme if he Tenancy is an Assured Shorthold Tenancy (Â[ASTÂ]) and serve the relevant prescribed information on the Tenant if we hold the Deposit. If you hold the Deposit we will arrange for he Tenant to pay the Deposit direct to you. It will be your responsibility to serve the prescribed information and any other documents on the Tenant. We have no liability if you fail to do so.	~	~
nventory Ne arrange for an Inventory and Schedule of Condition of the property, its contents and ixtures and fittings, to be drawn up (at your additional cost). The inventory will exclude nonresidential basements, attics or outhouses.	*	~
Tenancy Renewal and Reletting Ve contact your tenant to negotiate terms for the tenancy to be continued. If your tenant pives notice to vacate we notify you and advertise your property as available to let.	1	~
viction Service Vhere we have recommended a tenant, we take steps to repossess your property if the enant fails to pay the rent.* * Terms and conditions as below	1	~

Terms & Conditions

You must be a client of the agency at the time that a claim is made and remain a client throughout the period of claim, and;
 Be compliant with your obligations as a landlord under the agency's Terms of Business, and;
 Be compliant with your obligations as a landlord under any Tenancy Agreement in force at a property involved in a claim, and;
 That any tenant involved in claim must have passed the agency's approved referencing procedures without special conditions being applied.
 The Eviction Service cover is only where possession is required specifically due to rent arrears. It covers for the legal costs up until the first hearing and does not include costs associated with any defended or counterclaim action by the tenant.

Terms of Business



Standard charges	Fully Managed	Tenant Find Only	
Tick the box for service required			
New tenancy set up %		75.00% plus VAT 90.00% including VAT	
Monthly commission %	12.00% plus VAT 14.40% including VAT	N/A	
Deposit registration (per Security Deposit)	£20.00 plus VAT £24.00 including VAT	£20.00 plus VAT £24.00 including VAT	
Tenancy renewal and /or rent review	£95.00 plus VAT £114.00 including VAT	£95.00 plus VAT £114.00 including VAT	
Tenancy check out	£37.50 plus VAT £45.00 including VAT	£37.50 plus VAT £45.00 including VAT	
Inventory fee dependent upon property size. From	£45.83 plus VAT £55.00 including VAT	£45.83 plus VAT £55.00 including VAT	
Withdrawal from an agreed offer	subject to a minimum fee of £495 + VAT (£594	75% + VAT (90% incl VAT) of 1 months rent, subject to a minimum fee of £495 + VAT (£594 incl VAT)	
Tenant referencing fee	FREE	£195.00 plus VAT £234.00 including VAT	
* For illustration purposes only, the monthly commission payab	ble on £500 rent would be £60.00 (£72.00 inc Va	at) for a Fully Managed service	