

Agency terms
of business and
instructions to act

What you need to know and do

We hope you find the following pages informative and clear although should you have any queries on this document please do not hesitate to contact one of our staff who will be more than happy to provide any clarification required.

Consent to let

If your property is subject to a mortgage you will need to seek the consent of your lender prior to letting, in addition your building and or contents insurance company will also need to be notified. By signing this document you are confirming that you have sought all necessary permissions and have legal authority to offer the premises to let. In addition you are also confirming that a section 8 notice under grounds 1 and/or 1a of the Housing Act 1988 as amended by the Renters' Rights Act 2025 has not been issued within the last 12 months.

Furnished/unfurnished

It should be noted a landlord has the same rights of possession whether the property is let in a furnished or unfurnished state. It is a legal requirement on landlords that any furniture that is included with the let meets with the requirements of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. By signing this document you are confirming all furniture and furnishings comply.

Gas safety regulations

As a landlord you are legally required to ensure that all gas appliances and installations are annually safety checked by a Gas Safe Registered engineer. The records of these inspections must be available to the tenant. By signing this document you are confirming that you are aware of this requirement and will ensure that these annual checks are carried out with any recommendations undertaken.

Non gas heating/hot water systems:

As a landlord you have a legal obligation to ensure that all heating/hot water systems are subject to a regular service program. In the event of oil heating it is a recommended that a check/service is carried out on an annual basis.

Homes (fitness for human habitation) act 2018

Before a property is let landlords must ensure it is suitable for occupation by way of repair, stability, freedom from damp, internal arrangement, natural lighting, facilities for preparation and cooking of food, water supply, drainage and sanitary conveniences, ventilation and facilities for the disposal of waste water as well as those listed in the Housing Health and Safety Rating System (HHSRS). Further details can be seen at:

www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-landlords-homes-fitness-for-human-habitation-act-2018.

By signing this document you are confirming that the property complies with these requirements.

Electrical safety regulations

As a Landlord you are required to ensure that the following electric checks are carried out at least every 5 years:

The Electrical Safety Standard Regulations in England to all new tenancies from 1 July 2020 and all existing tenancies from 1 April 2021 and comprise of the following: **Electrical safety standards:** the inspection and test of the installation should be carried out by a competent person in accordance with the eighteenth edition of the wiring regulations BS 7671:2018 (the national standard to which all domestic wiring must conform). Electrical installation: fixed electrical cables or fixed electrical equipment located on the consumer's side of the electricity supply meter as set out in the Building Regulations 2010.

Smoke alarms and carbon monoxide detectors

Legislation requires landlords to ensure that there is a working smoke alarm on each level of their rental property as well as a working carbon monoxide detector in any room that has a fixed combustion appliance (excluding cookers) e.g. a room that houses the boiler or one with a gas fire or wood burner/open fire etc. These alarms should be tested at the commencement of each tenancy but thereafter the responsibility for testing and the replacement of batteries will remain the tenants for the period of their occupation. By signing this document you are confirming that the property complies with these requirements.

Legionella

Legionnaires Disease is a pneumonia like illness caused by the legionella bacteria that can be found within water systems where temperatures provide the ideal background for its growth. People contract the disease by breathing in tiny droplets of water suspended in the air containing the bacteria. It is our best advice that in order to protect themselves, landlords should employ a 'competent person' to carry out a Legionnaires Disease Risk Assessment to ascertain if indeed works need to be carried to render a property safe. By signing this document you are confirming that the property complies with these requirements.

Energy Performance Certificates (EPC's)

All properties being marketed for residential let are required to have had an Energy Performance Certificate (EPC) carried out on them. These certificates last for a 10 year period and the seeking of possession without a valid EPC will be jeopardised. The EPC is not a full survey but is compiled during an inspection of the property by a suitably qualified person when details are collated regarding the overall energy efficiency of the property taking in to account its construction, type of heating system and other relevant information such as light bulbs and double glazing etc. The final certificate will give your property a rating between A to G for its energy efficiency, any property that scores an F or below will fall below the minimum standard rendering the property unlettable. By signing this document you are confirming that the property complies with these requirements.

Inventories

We can not over stress the importance of having a professional inventory/schedule of condition prepared prior to letting your property even if it is to be let in an unfurnished state. Without written documentary evidence of the premises condition the proving of dilapidations at the end of the tenancy is extremely difficult. The fee for preparing an inventory will vary depending upon the size and state of the property and is detailed below. An inventory will be prepared automatically each time the property is let unless we are advised otherwise in writing by you at least 72 hours before a tenancy is due to commence.

Repairs

Subject to the service adopted we are happy to instruct a landlords own contractor. However they may be instances when this is not possible or practical such as an emergency or when your own contractor is unable to attend to the repair within a reasonable time. By signing this document the Landlord hereby agrees that this agency can instruct on all essential repairs at their discretion.

Overseas landlords/going abroad

If you reside abroad or are going away for longer than six months your agents, or in some instances the tenant, become liable for the tax that the Inland Revenue consider is due on your rental income. As a result and unless we receive instructions to the contrary from the Inland Revenue we will

be required to deduct basic rate tax from the gross rents received and account this to the Inland Revenue on a quarterly basis. In the majority of cases however a letter can be obtained confirming that we need not make such deductions. Please ask for further information on how to obtain this letter.

Insurance

It is the landlords responsibility at all times to ensure that an adequate buildings and contents insurance is in place for the premises.

Selling to the tenant

Should a tenant secured by the agency subsequently proceed to purchase the property the agency will be entitled to the commission due for the period of any unexpired tenancy agreement's term.

Termination of contract / right to cancel

Should either the landlord or agent wish to terminate the agency agreement once a tenancy has commenced two months written notice is required although a fee will become due to the agent in accordance with our tenant finder service if the landlord or other party is to be taking over the direct management and rent collection responsibilities in connection with the tenancy. However should a landlord dis-instruct More - The Letting Centre after a suitably referenced tenant has been secured the landlord agrees to reimburse the agent the sum of £350.00 to cover administration and referencing work already undertaken.

Leasehold properties / Restrictive covenants

If your property is subject to a lease please advise us of any restrictive covenants that apply to it/it's occupation. A copy of the lease should be available for the tenants to have sight of upon request.

VAT

All fees quoted include VAT at the prevailing rate.

Changes to terms

As this contract has no fixed end date More - The Letting Centre reserve the right to amend the terms and conditions by giving not less than 14 days notice in writing or by email.

Inventory Charges

	Unfurnished	Furnished
1 Bed	£110.00	£140.00
2 Bed	£145.00	£165.00
3 Bed	£175.00	£200.00
4 Bed	£200.00	£240.00
5 Bed Plus	Price on application	Price on application

Our services

Marketing and viewings

The effective marketing of your property plays an extremely important role in not only securing a tenant quickly but what we hope will also be the right tenant. In this regard your property will be promoted via our comprehensive website, other local and national/international property portals, distinctive boards, high street window presence, property lists and information regularly forwarded to local and national companies.

Tenant referencing

All main tenants over the age of 18 years will be referenced with this to include, where appropriate, their employer, previous landlord, financial status, credit searches and right to rent checks. Any person not meeting our basic criteria will either be rejected or asked to seek a guarantor.

Tenancy agreements/tenancy deposit

Our tenancy agreements are not only extremely comprehensive but are also worded in simple English. These documents are regularly updated due to ongoing changes in tenancy legislation and it is our policy that both landlords and tenants read and sign the agreement before the tenancy commences. We will also arrange, unless otherwise instructed, for the tenancy deposit to be registered with the TDS (The Dispute Service).

Deposits

Any deposits held under an assured shorthold tenancy prepared by this agency will be registered with the (TDS)The Dispute Service. Landlords of our 'Tenant Finder' service should be aware that we are unable to become involved in or mediate over any dispute, that may arise at the end of the tenancy. The TDS prescribed information will be sent under separate cover together with the tenancy agreement. The agent shall be entitled to deduct from any deposit that may be paid by a tenant of the landlord's property any fees or other monies properly due and payable by said tenant to the Agent.

Inventories

The cost of preparing an inventory/schedule of condition for your property will vary depending upon it's size. Please see the chart on page 3 for our current inventory prices.

Empty properties/communal areas

Please note that our services do not include the supervision and management of empty properties or communal areas.

Transfer of utilities

For clients using our 'Fully Managed' service the transferring of utilities in and out of the tenants name is standard.

Rent collection

We will collect the rent from your tenant and account these monies to you at the earliest opportunity after they have been received for all but our 'Tenant Finder' service. This will usually be within 5 working days of the receipt of cleared funds.

Property visits

For each new 'Fully Managed' tenancy we will undertake to inspect your property approximately every three months during the first year and approximately 6 monthly thereafter. Following these visits we will advise you of our findings, taking action where necessary.

Maintenance and repairs

If appropriate to the service chosen, we will investigate any repairs reported and instruct contractors where necessary and subject to the financial limit agreed, except in cases of emergency.

End of tenancy

For all clients (except those who adopted the 'Tenant Finder' service) we will arrange to inspect the property at the end of the tenancy and forward you a report based upon our findings.

Notices

Should it become necessary to service legal notices/documents upon your tenants terminating or altering the terms of the tenancy agreement a charge of £150.00 will become due.

We hope that one of the services detailed will suit the needs of every landlord in one way or other. We do however not recommend that novice landlords consider the 'Tenant Finder' service unless they are fully conversant with landlord and tenant legislation. We are however happy to tailor a service to your individual needs should the services detailed not exactly meet your requirements.

Management options

Our fee will vary depending upon the level of service required and these costs and services are detailed below.
The percentage quoted is made against the monthly rent received. All fees quoted include VAT at the prevailing rate.

Services	Fully Managed 15% (12.5% plus VAT)	Rent Collection 12% (10% plus VAT)	Tenant Finder £690 (£575 plus VAT)
Marketing and viewings	Yes	Yes	Yes
Tenant selection Referencing Right to rent checks Credit checks	£240	£240	Yes
Tenancy agreement/ registration of deposit	£90	£90	Yes
Inventory and check in	Cost will vary depending upon property size and level of furnishings. Please see accompanying estimates.		
Transfer of utilities	Yes	-	-
Rent collection	Yes	Yes	-
Property visits	Yes	-	-
Property maintenance /repairs	Yes	-	-
End of tenancy check	Yes	Yes	-
Rent protection guarantee	Subject to additional fees - details available upon request		
Service of notices	£150	£150	-
Tenancy deposit scheme	£nil	£nil	£nil

Should any additional services be required these will be subject to pre-agreed pricing.



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