

THE CONTRACT BETWEEN AGENCY AND LANDLORD

AGENCY AGREEMENT - This agreement is made between the Landlord of the property (as named at the end of this agreement) and BRITE SOLUTION letting agents who agree to act as agent for the Landlord and are hereinafter referred to as “the Agent”. The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

FULL MANAGEMENT SERVICE – BRITE SOLUTION letting agent provides a property management service to the Landlords wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy.

The Full Management Service includes:

- Rental advice and rental valuation of the property
 - Advertising of the property of rental by whatever means the agent deems suitable and effective
 - Assessing prospective tenants and arrange accompanied viewing of the property
 - Arranging an inventory and schedule of condition of the property
 - Interviewing prospective tenants and taking up references. Where necessary, additional Security would be requested by means of a guarantor.
1. Execution of the legal documents including signing tenancy agreements on the landlord’s behalf as his dully authorised agent.
 2. Upon the commencement of a tenancy of the property the agent undertakes to manage the property on the landlord’s behalf and in consideration thereof the landlord shall pay to the agent 10% of the gross rent collected for as long as any tenant or other occupier introduced to the landlord and/or the property by the agent.
 3. In the event of the tenants failing into arrears with the rent or causing dilapidation or a nuisance of any kind, or being in breaches of any other covenants contained in the tenancy agreement, there is no liability on the part of the agent to meet the cost of any damage, arrears or expenses that may occur including loss of rent for any period when the property may be empty for whatever reason.
 4. Taking a deposit from the tenant to be held by the Agent until the end of the tenancy when the Property and contents have been checked for unfair, wear and tear, including administration of the Deposit Protection Service.
 5. Collecting the rent monthly and paying over to our Landlord monthly (normally sent within 3 working days of after collection) any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
 6. Regular visits of the property. The first visit will take place within the first 6 weeks of the tenancy commencing and are then carried out on a biannually basis. Responsibility for and management of empty property is not included, and will only be carried out by special arrangement.
 7. Co-ordination of minor repairs or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, checking works and settling accounts from rents received.

8. Arrange estimates for major works by approved contractors to be sent to the Landlord.
9. The agent requires 1 set of all keys before the tenancy commences to be held at their management department, and one set for each tenant going into the property. BRITE SOLUTION can arrange for keys to be cut and tested, please refer to our schedule of fees.

REASONABLE COSTS AND EXPENSES: The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

SALE OF PROPERTY: In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable by the Landlord to the Agent on completion of the sale at the rate of 2 % of the sale price

LEGAL PROCEEDINGS: The Agent will act on any delays of payment or other defaults in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor would then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, in which case the Agent is authorised to instruct a solicitor on the Landlords behalf). The Landlord is responsible for payment of all legal fees and any related costs (where applicable)

TERMINATION :

- This agreement can be terminated by either party upon giving thirty days written notice of termination to the other party .
- The client can terminate the agreement in the event of agency's breach of contract, insolvency, bankruptcy, liquidation, death or disability of the agency.
- The agency can terminate this agreement if client become bankrupt or Any specific reason or commits or material breach of the agreement.

RIGHT UPON TERMINATION:

Upon expiration or earlier termination of this Agreement, Agency shall transfer, assign and make available To client all property and materials in Agency's possession.

TERM:

The term of this Agreement validate from _____ To _____ Commencing on the Effective date, unless sooner terminated in accordance with this Agreement.

I/we also confirm that we are the sole/joint owners of the Property known as:

Address of Property :

Post Code :

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Landlord's Full Name :

Agent Full Name :

Signed:

Signed:

Date:

Date: