



# Lettings and Management Terms and Conditions



**CXG Lettings Ltd - Haverhill**

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The following terms and conditions are agreed by the landlord by instructing CXG Lettings Ltd to manage their property.

### General Terms

1. The owner hereby appoints CXG Lettings Ltd as the management agents for their buy to let property(s)nt.
2. The owner employs CXG Lettings Ltd as the sole management agents and will not appoint another agent on a multiple agency basis, subject to prior agreement from CXG Lettings Ltd.
3. CXG Lettings Ltd will be entitled to a fee upon finding a tenant through its marketing efforts who subsequently moves into the property.
4. Once instructed, this agreement is valid and cannot be broken without forfeit for the period of the tenancy whilst the tenant found by CXG Lettings Ltd is in the property.
5. Should the landlord wish to end this agreement whilst the property is tenanted, the landlord must pay our tenant finder's fee charge of £300+ VAT, in accordance with the management service level chosen by the landlord. The landlord can take management of the property with no forfeit whilst empty after the tenant has left.
6. To end this agreement before the property has been tenanted, the landlord must give CXG Lettings Ltd 14 days notice in writing.

### Provisions of Agreement

7. It shall be the duty of CXG Lettings Ltd to undertake the following provisions once instructed.
  - (i) Advertise the property to the standard of service chosen by the landlord as described in our Lettings and Management Guide (current edition).
  - (ii) Provide marketing support for your property, which will include, where required, and at our discretion, marketing on web portals, our own website ([www.cxggroup.co.uk](http://www.cxggroup.co.uk)) and in newspaper advertisements in order to secure a satisfactory tenant.
  - (iii) Negotiate and agree with the landlord's approval the terms of the letting.
  - (iv) Carry out a credit and financial check and where necessary, guarantor references in order to be in a position to qualify for a rent guarantee insurance policy. The landlord has the right to accept a tenant that does not pass referencing.
  - (v) Prepare and complete a tenancy agreement in respect of every let.
  - (vi) CXG Lettings Ltd is authorised to sign the tenancy agreement on behalf of the landlord.
  - (vii) Endeavour to collect on behalf of the landlord all rent lawfully due and to take reasonable measures to stop the tenant from falling into rental arrears.
  - (viii) Instruct contractors only from our in-house team or our approved panel to carry out works at the property as specified by the landlord.
  - (ix) Arrange for a Gas Safety Check to be completed at the property should the landlord not provide CXG Lettings Ltd with an in-date certificate five working days before the renewal date. The cost of this will be deducted from the landlord's rent.
  - (x) Account to the landlord on a monthly basis any moneys lawfully owed to the landlord.
  - (xi) Provide the landlord with a rent statement on a monthly basis detailing any income and expenditure.
8. CXG Lettings Ltd cannot be held responsible for checking any mechanical or electrical or any other fixed appliances at the termination of a tenancy.
9. Unless caused by the negligence of CXG Lettings Ltd or its staff, no liability is attached to CXG Lettings Ltd in contract or in tort or otherwise for any damage, loss, injury, legal or other expenses sustained as a result of:
  - (i) CXG Lettings Ltd having reasonably relied on the client to provide accurately all relevant information related to the letting of the property.
  - (ii) Any forecast made by CXG Lettings Ltd for future income and/or expenditure.
  - (iii) Failure to detect any defect in the property no matter how apparent that could affect the letting of the property.
  - (iv) Failures by the tenant to pay any rent lawfully owed or comply with the terms of the Tenancy Agreement.
10. In the event of the final day of a notice of repossession falling on a non-working day (i.e Sunday) then CXG Lettings Ltd shall conduct the check out on the next available working day.

## Costs

11. CXG Lettings Ltd will charge a fee as agreed with the client for the letting and management of the property.
12. If a let has been agreed between the landlord and tenant and relevant references been processed and received back satisfactory and the landlord subsequently pulls out, a fee of £300.00 + VAT will be payable to CXG Lettings Ltd.
13. CXG Lettings Ltd holds tenants' deposits as stakeholder under the rules of the relevant tenancy deposit scheme. A fee may be due for this, charged per tenancy under our Lettings Scale of Fees document depending on which service level the property is managed under.
14. CXG Lettings Ltd shall be entitled to be reimbursed any expenses reasonably incurred in the letting and/or management of the property via deduction from the landlords rental account.
15. In the event the tenants' deposit needs to be withheld due to outstanding rent or damages, and there is insufficient monies to cover costs CXG Lettings Ltd will take their fee first.
16. In some cases, due to tenant's negligence a maintenance invoice may be payable by the tenant. In the event of this, the invoice will be logged against the tenant's deposit for deduction at the end of the tenancy (it is illegal to do so beforehand). The payment of such invoices will fall to the responsibility of the landlord and the landlord shall then be reimbursed at the end of the tenancy, subject to clause (15).
17. In respect of Let Only services we reserve the right to alter fees from the initial Scale of Fees produced on the first let should you wish us to undertake tenancy renewals etc.

## Energy Performance Certificate

18. All properties placed on the rental market require an EPC (Energy Performance Certificate). If you instruct us to place the property on the rental market and do not produce an EPC then CXG Lettings Ltd will arrange for one at the cost of the landlord. CXG Lettings Ltd cannot commence marketing of a property without a valid EPC.

## Repairs and Maintenance

19. CXG Lettings Ltd also has a maintenance division and will carry out Landlord approved through this company or by a contractor from CXG Lettings Ltd.'s approved panel of contractors.
20. CXG Lettings Ltd takes no liability for any works, or to check any works organized by the landlord.
21. CXG Lettings Ltd will arrange for Gas and Electrical Safety Certificates on an annual basis. The new certificate will be arranged, and the cost deducted from the landlords account unless the renewed certificate is supplied at least five working days before the expiry date.
22. Where maintenance works are carried out as instructed by the landlord and the landlords does not have enough funds on their account to pay for the works, the balance must be paid to CXG Lettings Ltd as requested.
23. The Landlord agrees that emergency work can be carryout without the need for authorisation of costs to ensure the safety of both the tenant(s) and the property.

## Overseas Landlords

24. In respect of Landlords residing overseas, it is the Landlord's duty and responsibility to provide the Agents with the necessary documentation to pay rentals gross. In the absence of any exemption certificate, the Agents are required by the HM Customs and Revenue to withhold basic rate tax from the rental income less allowable expenses and to pay such sums over on a quarterly basis.

## Change of Instruction

25. Any change in instruction by either the landlord or CXG Lettings Ltd must be confirmed in writing to become valid. This can be by post or e-mail.

## Tenants' Deposits

26. CXG Lettings Ltd are members of myDeposits.co.uk, formerly known as Tenancy Deposit Solutions Ltd (TDSL).
27. CXG Lettings Ltd holds all tenants' deposits in a designated client account as stakeholder.
28. Tenants deposits are held in the following account: Barclays Client Account, Sort Code 20-74-05, Account Number 93846261.
29. In order for CXG Lettings Ltd to be able to unprotect the deposit, the tenant must give permission.
30. If there is no dispute over the amount to be returned, then the amount to be returned to the tenant must be returned within 10 working days of the end of the tenancy.
31. If after 10 working days there is a dispute that cannot be resolved, then myDeposits.co.uk must be notified of the dispute.
32. When a dispute has been raised with myDeposits.co.uk, then the full disputed amount must be transferred to myDeposits.co.uk until the dispute has been resolved. CXG Lettings Ltd can therefore not transfer any disputed amount to the landlord until approved by myDeposits.co.uk.
33. When a dispute has been referred to myDeposits.co.uk they will ask the landlord/CXG Lettings Ltd to refer the case to the Alternate Dispute Resolution (ADR) Service. This will then be resolved by an independent adjudicator outside of court.
34. It is not compulsory to refer the case to ADR for adjudication, but this will be quicker to resolve and will not incur extra costs by referring the dispute to ADR.
35. Should the disputed amount be due to pay a contractor for works at the property, the landlord agrees to pay the contractor until the dispute is resolved.

36. The landlord can request to hold the deposit themselves. Should this happen, the landlord MUST provide CXG Lettings Ltd with proof of protection before the amount can be transferred to the landlord.

### The Tenancy Agreement

37. The landlord authorises all staff of CXG Lettings Ltd to sign the tenancy agreement on their behalf. This improves the speed and efficiency of the letting.
38. The landlord authorises all staff of CXG Lettings Ltd to sign any notices issued under the Housing Act 1988 (as amended 2004).

### Insurance

39. The landlord must insurance their property with suitable cover for the type of rental they have entered.
40. Should the landlord choose to take out Rental guarantee insurance it is their responsibility to renew any future policies. CXG Lettings Ltd cannot be held liable for any claims that are unsuccessful.

### How we hold your money

41. All landlord client money is held in a designated client account at:  
Barclays. Sort Code 20-74-05, Account Number 93846261

### Landlord Payments

42. Payments will be paid to landlords via BACS.
43. CXG Lettings Ltd runs both monthly and weekly payment schedules. Any money collected from Monday-Friday will be paid by the following Tuesday when choosing weekly payments or on the 1<sup>st</sup> working day of the following month when choosing monthly payments.
44. Should payment be received from the tenant via Debit/Credit card or Cheque, 5 days clearing is required before payment is passed to the landlord.