

OUR PLANS

From let-only landlords all the way through to guaranteed rent services, we have a service level to suit everyone's needs.

Our plans are flexible and can be tailored further as required.

Prices listed exclude VAT unless otherwise stated.

BRONZE

For landlords looking to access the best portals with the best marketing, but nothing else.

SILVER

Our basic Let Only service for landlords happy to manage their own property.

GOLD

For landlords wanting to manage their own property, but with us creating detailed accounts, carrying out property inspections and keeping you inline with legislation changes

PLATINUM

Our Fully Managed service for landlords wanting peace of mind when letting their biggest asset. Includes your own dedicated property manager.



DIAMOND

Everything included in our Fully Managed service, plus a comprehensive rent guarantee policy, with no excess and 15 months' worth of cover.

	BRONZE	SILVER	GOLD	PLATINUM	DIAMOND
Professional Pictures	✓	✓	✓	✓	✓
Floorplans	✓	✓	✓	✓	✓
Right to Rent Checks	✓	✓	✓	✓	✓
Comprehensive Referencing	✓	✓	✓	✓	✓
Viewings	⊗	✓	✓	✓	✓
Independent Inventory	⊗	✓	✓	✓	✓
Tenancy Agreement & Deposit Registration	⊗	✓	✓	✓	✓
Check-In Appointment	⊗	✓	✓	✓	✓
Rent Collection with Monthly & Annual Statements	⊗	⊗	✓	✓	✓
Annual Rent Review	⊗	⊗	✓	✓	✓
Property Inspections	⊗	⊗	✓	✓	✓
24-hr Maintenance Management	⊗	⊗	⊗	✓	✓
Designated Property Manager	⊗	⊗	⊗	✓	✓
Rent Guarantee Protection	⊗	⊗	⊗	⊗	✓
	£300 inc VAT	1 Month's Rent inc VAT	½ Months Rent Upfront + 6% Ongoing	½ Months Rent Upfront + 10% Ongoing	½ Months Rent Upfront + 13% Ongoing



ORCHARDS

TERMS OF BUSINESS

These terms and conditions are applicable to all future and current rental properties between Orchards and the client and supercede any and all previous agreements, and/or oral, made between Orchards and the Landlord and will constitute the entire Agreement between the Landlord and ORCHARDS; no waiver, alteration, modification or addition to these terms and conditions shall be binding upon ORCHARDS unless made in writing and signed by a director of ORCHARDS.

Client: (Full Names)

Clients Address:

Rental Property Address:

Date:

Signature by Landlord:

Signature by Orchards:

Orchards offer five levels of service to our clients and confirm in the event that Orchards introduces a suitable Tenant our fees will be as follows:-

BRONZE

Charged at £300 inc VAT and includes, Professional Pictures, Floorplan, Right to Rent Checks, Comprehensive Referencing

SILVER

Charged at 1 Months Rent Inc VAT and includes all of the bronze plus, accompanied viewings, independently completed inventory. creation of tenancy agreement prescribed information and deposit registration, along with a final check in appointment and checklist.

GOLD

Charged at 50% of the first months rent plus 6% + VAT ongoing to include all of silver plus; monthly rent collection with arrears progression, monthly and annual statements, annual rent review and property inspections. - **EXCLUDES MAINTNEANCE.**

PLATINUM

Charged at 50% of the first months rent plus 10% + VAT ongoing to include all of gold plus; 24 Hour Maintenance management and a designated property manager

DIAMOND

Charged at 50% of the first months rent plus 13% + VAT ongoing to include all of platinum plus; Rent Guarantee Protection offering a nil excess policy, covering 100% of Rent arrears for 15 months or until vacant possession, whichever is sooner. Legal costs up to £100,000. 75% of rent paid for 3 months after possession is obtained.

RENT REVIEWS / EXTENSION FEES

Orchards fees to set up any renewals of the tenancy agreement or to handle the administration of any extension of the tenant's rights to occupy the property will be a fee of **£100 plus vat**. These fees shall be payable on the commencement day of any new renewed or extended term.

HOLDING OF DEPOSITS UNDER THE TENANCY DEPOSIT PROTECTION SCHEME

Orchards will, as part of their service fee register the deposit under the rules of the Tenancy Deposit Scheme with the Tenancy Dispute Service and hold the deposit as stakeholder within a bonded clients account. *Further details on the scheme can be found on www.tds.gb.com*

1. ALL SERVICES INCLUDE AND ARE SUBJECT TO THE FOLLOWING;

- 1) Advise upon the rental value and agree an asking rent at which the property is to be marketed.
- 2) Market the property.
- 3) Refer all offers from prospective tenants to the Landlord.
- 4) Take up references.
- 5) Orchards will take a holding deposit from the prospective tenant whilst vetting the tenant. If in the event the tenant then wishes to withdraw from the tenancy, Orchards will retain the holding fee to cover expenses occurred including referencing and administration of tenants charter, heads of terms, deposit of intent.
- 6) Take collection of the deposit from the Tenant against any breach of the Tenants covenants as set out in the Tenancy Agreement. The deposit will be a sum equivalent to 5 weeks rent. In the event you have arranged for Orchards to register the deposit under the rules of the Tenancy Deposit Scheme with the Tenancy Dispute Service we must have instructions from you to release the deposit monies no later than 7 days after the end of the tenancy.
- 7) Orchards offer a move out service for landlords who have opted for Gold or Below and is charged at £150 plus VAT, we will attend the move out and cross reference the inventory, make notes on the properties condition and if needed arrange for works to be carried out.
- 8) Exclusions – Orchards will not be responsible for assessing dilapidation claims between Landlord and Tenant where we are not in attendance at the move out (please refer to point number 12 above).
- 9) Any deposit disputes which enter in to mediation with the TDS, will be subject to a £100+VAT charge payable by the landlord, for the submission and administration of any claim.
- 10) We accept no liability for any damage to the Property, its fixtures, fittings or contents or for any losses which may be suffered by you as a result of the Tenant failing to comply with the obligations contained in the agreement or caused by workmen during the course of their work at the Property.
- 11) We accept no liability if in good faith we follow instructions of the Landlord which turn out to be themselves unlawful or result in an unlawful act or otherwise give rise to any claim. Under these circumstances we expect to be fully indemnified by the Landlord against all penalties, damages, costs and any other expenses which we might have incurred as a result of following such instructions.
- 12) Likewise the Landlord will indemnify us against any claim or action brought against us by the Tenant or anyone claiming through the Tenant or any third party in respect of anything we are alleged to have done or not in relation to the Property carried out on the Landlord's behalf and his agents.
- 13) Although we will take up references on the Tenant prior to the commencement of the Tenancy, we cannot guarantee the reliability of any tenant, their rent payments or vacant possession at the end of the Tenancy and we therefore do not accept liability should any of these problems arise.
- 14) The Landlord should ensure that prior to the start of any tenancy he is not in breach of the terms of any mortgage, covenant or lease and that Landlord is permitted under the terms of any lease to let the Property; any letting is for a period which is due to expire prior to the termination of the Landlord's own interest in the Property; permission is obtained, in writing, from any mortgagee for sub-letting where applicable; and permission is obtained, in writing, from any superior landlord for sub-letting where applicable.
- 15) It should be noted that the Landlord remains liable for paying the council tax & utility bills, for periods where the Property remains empty.
- 16) The Landlord's Property and its contents should be fully insured and the insurance company notified of the intention to let the Property (and permission sought if applicable). The Landlord should also consider insuring for public liability. We recommend that further cover be considered for loss of rent should the Property be made uninhabitable by an insured risk, and the Tenant needs to find alternative accommodation.
- 17) The Landlord agrees to inform Orchards of any change in contact details immediately.

- 18) In the event that our commission is not paid to us within 30 days, interest shall accrue on a day to day basis on the outstanding at 5% per month above the base rate of the Royal Bank of Scotland Plc from the date the commission fell due to the date it is paid.
- 19) Orchards unless otherwise instructed will sign the Tenancy Agreement on your behalf as your Letting Agent. A standard copy of the tenancy agreement is available for inspection upon request at Orchards premises during normal business hours, which will form the agreement to be used unless specifically instructed otherwise in writing.

2. SILVER SERVICE ADDITIONAL INCLUSIONS;

- 1) Arrange and accompany viewings on the landlords behalf
- 2) Preparation of the tenancy agreement so as to include all necessary legal obligations on the part of the Landlord and the Prospective Tenants. Orchards reserve the right to charge a fee of £300 plus VAT if you withdraw from the tenancy once the terms have been agreed and/or the references for the prospective tenants sourced through Orchards have been submitted to Orchards for processing.
- 3) Arrange for an inventory to be drawn up and produced, signed with any comments added by the tenants within 7 days of the commencement of the tenancy.
- 4) Arrange to move the tenant into the property and provide the Landlord with copies of inventory, contracts, notices, meter readings and a statement showing monies paid by the tenant and fees charged by Orchards.

2. GOLD SERVICE ADDITIONAL INCLUSIONS;

- 1) Preparation and submission of first months rent statement and collection of the first month's rent in advance.
- 2) Notify the relevant service companies (gas, electricity, water and local authority) of the change of occupier and arrange for those services to be transferred into the name of the Tenant at commencement of the Tenancy.
- 3) Demand and collect the rent throughout the Tenancy. Upon clearance of the funds, Orchards will account to the Landlord for the net amount after deducting our commission and withholding any tax due.
- 4) Pay, on the Landlord's behalf, any agreed outgoings such as service charge demands, insurance premiums and any service charge and/or maintenance charges or similar contribution to shared expenses and account to you regularly. Orchards normally expect to be placed in funds to enable all expenditure prior to the next rent collection to be met as Orchards cannot undertake to meet any outgoings beyond the available cash and from time to time in Orchards hands on Landlord account. Although Orchards shall do their best to query any obvious discrepancies in consultation with the Landlord, subject to any additional charges which may be incurred, it must be understood that we are entitled to accept and pay without question demands and accounts which appear to be in order and, where necessary, to do so without prior consultation. In particular, ORCHARDS cannot accept responsibility for the adequacy of any insurance cover or for the verification of estimates where applicable.
- 5) Carry out inspections of the Property three months after the commencement of the first tenancy and thereafter on a bi-annual basis. It should be appreciated that any such inspection can extend only to apparent and obvious defects. It would not amount in any way to a structural survey of the property and would not necessarily reflect the condition of the property at the end of the tenancy. Further, Orchards cannot accept any responsibility for hidden or latent defects. Should the Landlord wish to inspect the property a written request must be sent to the Management Department at Orchards who will then arrange a suitable date and time.
- 6) Orchards appointment as managing agents shall be for the full term of the tenancy agreement and can subsequently be terminated by either party subject to six months written notice. Orchards reserve the right to terminate the agreement with immediate effect if you fail to meet or maintain statutory or safety obligations.
- 7) Orchards management function does not include the supervision of the property when it is not let, albeit that this service is available at an additional charge.

2. PLATINUM SERVICE ADDITIONAL INCLUSIONS;

- 1) Take all reasonable steps to protect the Landlord's interest in the case of an emergency. In the event of extreme emergency Orchards are authorised to commission essential repairs needed to return the property to a habitable condition and to debit the cost of such to the client deposit account and notify the Landlord accordingly. Where, either upon instruction or in the event of emergency, Orchards instruct contractors to perform works the responsibility of inspecting such works remains with the Landlord and Orchards accepts no responsibility for the adequacy of such. Whilst we instruct works on your behalf we do not accept responsibility or liability for the works instructed or the payment of works following completion. Any recourse in works instructed will be between you and the contractor directly.
- 2) In the event of the Landlord failing to provide instructions to carry out necessary repairs within a reasonable timescale an administration fee may be charged by Orchards to cover the costs of dealing further with the complaint and liaising with the tenant, landlord and contractor
- 3) If emergency repairs are required we reserve the right to proceed without consent if it is considered necessary to protect the Property and the Landlord is not contactable.
- 4) When major repairs are required, Landlords will be required to provide Orchards with additional funds prior to the commencement of such repairs if we do not already hold sufficient monies to pay for the works.
- 5) A property manager will be assigned as the main contact for your property, both for the landlord and the tenant, in all aspects relating to the tenancy, excluding accounts, which will be handled directly by the accounts department.

DIAMOND SERVICE ADDITIONAL INCLUSIONS;

- 1) In the event that there are any defaults in the payment of the Rent (as set out in the tenancy agreement) by the Tenant(s)/ Guarantor(s) within the tenancy, we will pay Rent monthly, as per the rent amount on the tenancy agreement, until vacant possession is gained or 15 months from the start of the arrears, whichever is sooner. 75% of rent paid for up to 3 months after vacant possession is obtained. Payments will be made subject to any deductions agreed in the agency agreement. Deductions will also be made for any outstanding charges due from you.
- 2) In the event of payments being made under this warranty, all of your rights as Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient). By choosing this service you confirm and agree to the same. Recovery of rents paid out shall be at our sole discretion.
- 3) Should you receive any funds from any Tenant(s)/ Guarantor(s) after any date of default which results in us having to pay any monies to you under the terms of this guarantee, you shall immediately notify us of such receipt and shall forward such funds to us immediately on receipt.

RENT

Unless otherwise agreed, the rent quoted to a tenant by Orchards on the Landlord's behalf must be inclusive of all outgoings for which the Landlord is responsible (i.e. ground rent, service charges, etc.) with the exception of gas, water, electricity, television license, telephone service, community charge and fuel oil where there is an independent oil fired heating system;

Rent monies received, less outgoings and charges, will be transferred to the Landlords bank account within 10 working days of receipt, unless paid in advance in excess of one month's rent; Where a tenant has paid advance rent in excess of one month's payment to Orchards this will be sent to the Landlord, less outgoings and charges.

You will be informed of any rent arrears within 30 days of the rent due date and/or breaches of covenant brought to Orchards attention as soon as administratively possible, however, if it is necessary for legal action to be taken, you will be responsible for instructing your own legal advisor, subject to any legal protection insurance maintained through Orchards and for all fees involved.

TAXES MANAGEMENT ACT 1970 – OVERSEAS LANDLORDS

Where the Landlord of furnished property resides abroad, unless an exemption certificate has been obtained, the Commissioners of Inland Revenue require Orchards, as the Landlord's agents, to deduct income tax at the basic rate and hold the amount so deducted to Landlord credit in a Tax Reserve Account until the taxation liability has been agreed with the Inspector of Taxes.

TENANCY RENTAL DEPOSITS

Orchards are members of the Tenancy Deposit Scheme, which is administered

by:

The Dispute Service Ltd
Unit 1, The Progression
Centre 42 Mark Rd,
Hemel Hempstead • HP2
7DW

Telephone Number: 0845 226 7787

Email: deposits@tenancydepositscheme.com

Fax: 01494 431 123

- 1 If the Agent is instructed by the Landlord to hold the deposit, the Agent shall do so under terms of the Tenancy Deposit Scheme.
- 2 The Agent holds tenancy deposits as Stakeholder.
- 3 At the end of the tenancy covered by the Tenancy Deposit Scheme
- 3.1 If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant.
- 3.2 Following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to 3.3 below) be submitted to the Independent Case Examiner of The Dispute Service (ICE) for adjudication. All parties agree to cooperate with any adjudication. * These timescales can be changed by agreement with the Tenant in individual cases or by the contract used as standard by the Agent.
- 3.3 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee to be fixed by the Board of The Dispute Service Limited from time to time, shared equally between the tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 3.4 The statutory rights of either the Landlord or Tenant(s) to take legal action against the other party remain unaffected.
- 3.5 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision on the ICE as final and binding.
- 3.6 If there is a dispute we must remit to the The Dispute Service limited the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but the The Dispute Service Limited will take appropriate action to recover the deposit and discipline us.
- 3.7 The Agent must cooperate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 3.8 **INCORRECT INFORMATION**
If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

STATUTORY OBLIGATIONS

In letting the Property, the Landlord agrees to comply with the terms and conditions as set out in the Tenancy Agreement. Furthermore, the Landlord agrees to comply with and maintain the Property in accordance with his statutory obligations and in particular in accordance with the Landlord and Tenant Act 1985.

KEYS

One set of keys will be required to be held at Orchards offices along with one set to be given to the tenants upon moving in. All keys will be coded and logged into a locked key cupboard, however Orchards accept no responsibility for holding of keys and in the event of a lock change being required will not be held responsible for the cost of such. In addition acceptance of keys into Orchards possession will not make Orchards responsible for the property concerned and it is strongly recommended that the Landlord retain a set of keys also.

TENANCY RENEWALS & RENT REVIEWS

ORCHARDS will review the tenancy agreement prior to the expiry of any fixed term and after twelve months in the case of statutory periodic tenancies.

CHANGE OF LANDLORD DETAILS

We must be notified as soon as possible of any changes to your correspondence address and banking details where applicable and confirmed to us in writing or email.

ADVERTISING

Whilst every effort will be made to let the property as soon as possible no guarantee can be given for the amount or accuracy of any advertising provided by Orchards.

ADDITIONAL FEES

These fees are not outlined in page 1 of this agreement

- Prior to the expiry of the first tenancy agreement ORCHARDS will conduct a review of the tenancy and if required prepare a new tenancy agreement for signature. Where a tenancy continues on a statutory periodic basis Orchards will review the tenancy on an annual basis. A charge of £100 plus VAT is made to the Landlord for the cost of the tenancy review including any new tenancy agreement and/or notice preparation;
- If you wish your property to be managed during any void period ORCHARDS will undertake to do so at a charge of £50 inc VAT per visit.
- We reserve the right to charge separately from the above for any services provided beyond this agreement in accordance with usual business charges, details of which may be provided upon request.
- We reserve the right to increase charges from time to time and will inform the Landlord in writing in advance;
- Where insurance products are supplied to you any commission payable to Orchards will be included within the premium quoted;
- All fees and any other charges will be subject to VAT at the standard rate unless otherwise stated.
- Should a sale be successfully be negotiated or agreed during the tenancy as managed by Orchards, a fee of 1% + VAT of the selling price is payable upon completion as the considered effective cause of sale.

PROJECT MANAGEMENT FEE

If Orchards are instructed or required by the Landlord to manage a project, then we will charge an additional fee of £50 plus VAT per hour for managing the project if the works are in excess of £1000.

APPLICABLE LAW

This agreement shall be governed by English Law.

GAS SAFETY REGULATIONS

The Landlord ensures the Property complies with the Gas Safety (Installation and Use) Regulations 1994. Orchards are able to arrange a gas service to comply with the regulations, however the responsibility for such remains with the Landlord. For the avoidance of doubt in the event a landlord is non contactable orchards will instruct the landlords gas safety certificate to be instructed and the landlord will remain liable for the cost of the invoice.

FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 & FURNITURE & FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993

The Landlord ensures that all furniture and furnishings comply with the Fire and Furniture Regulations. Although Orchards are able to advice upon such it is the responsibility of the Landlord to ensure that the furniture and furnishings provided are acceptable.

ELECTRICAL EQUIPMENT REGULATIONS 1994 & PERIODIC ELECTRICAL INSPECTION

Landlords are responsible for ensuring that all Electrical Installations and appliances comply with the Regulations, and to provide tenants with certification that the electrical installation that is safe and in both good condition and repair.

ENERGY PERFORMANCE CERTIFICATES

Landlords will be held responsible as of the 1st October 2008 for ensuring that a valid Energy Performance Certificate for the rental property/properties. Orchards will be happy to organise for an assessor to attend the property to comply with these regulations, however the responsibility for such remains with the Landlord.

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COURT APPEARANCES

Our management fees do not include a provision for appearance by our Staff at Legal Proceedings. Should our appearance be required, our costs will be charged under a separate agreement between ourselves and the Landlord or his representative.

ORCHARDS – CUSTOMER COMPLAINTS PROCEDURE

As a firm licensed by the National Approved Letting Scheme Orchards aims to provide the highest standards of service to all landlords and tenants, but to ensure that your interests are safeguarded, we offer the following:

- If you believe you have a grievance, please write in the first instance to The Lettings Manager at the address below:
Orchards • The Clock House • Bedford Street • Ampthill • MK45 2NB
- The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with established “in-house” procedures. A formal written outcome of the complaint will be sent to you within 21 days. If we require longer than this timescale we will advise you in writing and confirm our revised response date.
- If you remain dissatisfied with the result of the internal investigation, please contact Julian French who will review the complaint.
- Following the conclusion of our in-house review we will write to you with a final written statement.
- If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to the Property Redress Scheme - Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH.