



Terms of Business

MARTIN & CO

Agency details

Martin & Co Leamington Spa
31 Regent Grove
Holly Walk
Leamington Spa
Warwickshire, CV32 4NN
t: 01926 889054 f: 01926 886157
e: leamingtonspa@martinco.com
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Agency proprietor

Forestcove Properties Ltd t/a Martin & Co (Leamington Spa)
Registered No: 05766424
Registered Office Address
27 Regent Grove, Holly Walk, Leamington Spa, Warwickshire, CV32 4NN
VAT No: 892126514

What is included within each service

	Manage & Protect	Fully Managed	Rent Receipt	Tenant Find Only
Rent Protection We arrange for you to receive rent every month your tenant occupies your property, whether or not they have paid.*	✓			
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.*	✓			
Defended Action We arrange legal representation to negotiate re-possession of your property even in the event of a defended action.*	✓			
Eviction of Squatters We arrange legal representation to negotiate your legal rights to evict anyone who is not entitled to live at your property.*	✓			
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. *	✓			
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 *	✓			
Helpline Services Whilst your property is occupied, we arrange access to helpline services which include legal advice, tax advice, domestic assistance and counselling.*	✓			
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.	✓	✓		
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 Landlord'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.	✓	✓		
Tenancy Matters We manage all day to day contact with your tenant and endeavour to resolve all routine matters arising during the tenancy.	✓	✓		
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	✓	✓		
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	✓	✓		

What is included within each service	Manage & Protect	Fully Managed	Rent Receipt	Tenant Find Only
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.	✓	✓		
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.	✓	✓		
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 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 We 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.	✓	✓		
Security Deposit We protect the security deposit (the Deposit) through a government approved scheme if the Tenancy is an Assured Shorthold Tenancy (AST) and serve the relevant prescribed information on the Tenant if we hold the Deposit. If you hold the Deposit we will arrange for the 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.	✓	✓		
Inventory We arrange for an Inventory and Schedule of Condition of the property, its contents and fixtures and fittings, to be drawn up (at your additional cost). The inventory will exclude nonresidential basements, attics or outhouses.	✓	✓		
Tenancy Renewal and Reletting We contact your tenant to negotiate terms for the tenancy to be continued. If your tenant gives notice to vacate we notify you and advertise your property as available to let.	✓	✓		
Eviction Service Where we have recommended a tenant, we take steps to repossess your property if the tenant fails to pay the rent.* * Terms and conditions as below	✓			
	✓			

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Terms & Conditions

1. 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;
2. Be compliant with your obligations as a landlord under the agency's Terms of Business, and;
3. Be compliant with your obligations as a landlord under any Tenancy Agreement in force at a property involved in a claim, and;
4. That any tenant involved in claim must have passed the agency's approved referencing procedures without special conditions being applied.
5. 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.

Standard charges Tick the box for service required	Manage & Protect <input type="checkbox"/>	Fully Managed <input type="checkbox"/>	Rent Receipt <input type="checkbox"/>	Tenant Find Only <input type="checkbox"/>
New tenancy set up Â£	£300.00 plus VAT £360.00 including VAT	£300.00 plus VAT £360.00 including VAT	£300.00 plus VAT £360.00 including VAT	£600.00 plus VAT £720.00 including VAT
Monthly commission %	15.00% plus VAT 18.00% including VAT	12.00% plus VAT 14.40% including VAT	7.00% plus VAT 8.40% including VAT	
Deposit registration (per Security Deposit)	Included	Included	Included	Included
Tenancy renewal and /or rent review	£120.00 plus VAT £144.00 including VAT	£120.00 plus VAT £144.00 including VAT	£120.00 plus VAT £144.00 including VAT	£120.00 plus VAT £144.00 including VAT
Tenancy check in			£40.00 plus VAT £48.00 including VAT	
Tenancy check out			£40.00 plus VAT £48.00 including VAT	
Inventory fee dependent upon property size. From	£80.00 plus VAT £96.00 including VAT	£80.00 plus VAT £96.00 including VAT	£80.00 plus VAT £96.00 including VAT	£80.00 plus VAT £96.00 including VAT
Hourly rate for work not included in your service level	£150.00 plus VAT £180.00 including VAT	£150.00 plus VAT £180.00 including VAT	£150.00 plus VAT £180.00 including VAT	£150.00 plus VAT £180.00 including VAT
Preparation of documents for dispute or court	£200.00 plus VAT £240.00 including VAT	£200.00 plus VAT £240.00 including VAT	£200.00 plus VAT £240.00 including VAT	£200.00 plus VAT £240.00 including VAT
Sale of the property to a sitting tenant or a third party introduced by ourselves	1.50% plus VAT 1.80% including VAT	1.50% plus VAT 1.80% including VAT	1.50% plus VAT 1.80% including VAT	1.50% plus VAT 1.80% including VAT
Cutting of keys	£20.00 plus VAT £24.00 including VAT	£20.00 plus VAT £24.00 including VAT	£20.00 plus VAT £24.00 including VAT	£20.00 plus VAT £24.00 including VAT
Serving of statutory notices such as Section 21				£75.00 plus VAT £90.00 including VAT

* For illustration purposes only, the monthly commission payable on £500 rent would be £75.00 (£90.00 inc Vat) for a Manage & Protect service