

**PROPERTY MANAGEMENT AGREEMENT**

**PARTICULARS**

Please complete the following in as much detail as possible:

Date.....

Property Address.....  
.....  
.....  
Postcode.....

Name of Client(s).....  
.....  
.....

Client's Correspondence Address  
*(UK address for service)*  
.....  
.....  
Postcode.....

Client's Correspondence Address  
*(Overseas address)*  
.....  
.....  
Postcode.....

Daytime Tel.....  
Evening Tel.....  
Mobile.....  
Fax.....  
Email.....

Daytime Tel.....  
Evening Tel.....  
Mobile.....  
Fax.....  
Email.....

**Account details for payment of rent**

*Please confirm while JR Capital Property Management Ltd are managing your property you will be resident in:  
(Tick box)*

Bank.....  
Branch.....  
Account No.....  
Sort Code.....

UK  Overseas

Account Name(s).....

*Is the property furnished?*  
 Yes  No

**24 Hour emergency Contact Name and Number.....**

*Is the property ? (Tick one box only)*  
 Freehold  Leasehold

If the property is leasehold please provide the following information:

Name and address of Managing Agent  
.....  
.....  
Telephone number.....

Name and Address of Superior Landlord(s)  
.....  
.....  
Telephone number.....

## INTRODUCTION

You are going to appoint JR Capital Property Management Limited as your agents in connection with the management of the property referred to in the Particulars at the head of this Property Management Agreement. Therefore you need to read and understand our Terms and Conditions of Business which are set out below. The Terms and Conditions of Business will form the contract between you and JR Capital Property Management Limited and will be binding on both of us.

In these Terms and Conditions of Business various words whose capital letters have been capitalised contain specific meanings ("Definitions") which may be more onerous than you think they are and these Definitions are set out in clause 1.

In return for our services (as set out in the schedule to these Terms and Conditions of Business) you will pay us a fee which will be based upon the fee calculation set out in Schedule 2.

We are not Estate Agents or Letting Agents. We shall be appointed only as your agent to act as a go between, between Estate Agents, Letting Agents and any other professional appointed by you.

We have sought to limit our liability in certain circumstances and we refer you to Section 4 of the Terms and Conditions in particular.

Therefore please read our Terms and Conditions thoroughly before signing. The above paragraphs form part of the contract between us.

## **TERMS AND CONDITIONS**

***The Client hereby engages, JR CAPITAL PROPERTY MANAGEMENT LIMITED, on the following Terms and Conditions***

### **1. DEFINITIONS**

In these Terms and Conditions the following words shall have the following meanings:-

"Agent" means JR Property Management Limited a company incorporated in England and Wales under Company Number 6806586 and whose registered office is at C/O Rawi & Co 128 Ebury Street, London, SW1W 9QQ.

"Client" means the person whose details are set out in the Particulars.

"Commencement Date" means the date of this agreement.

"Estate Agent" has the meaning ascribed to it under the Estate Agents Act 1979

"Fees" means the Vacant Property Service Fee and/or the Property Purchase Service Fee and/or the Property Letting Service Fee and set out in Schedule 2

"Introduce" (and cognate expressions) means the meaning set out under the definition "Introduced by Agent" below

"Introduced by the Agent" means:

- (a) in the context of persons Introduced, any person who becomes aware of the Client's interest in property in the relevant area as a direct or indirect result of any action taken by the Agent, including any communication between the Agent and the other person;
- (b) in the context of land or property Introduced, any land or property of which the Client becomes aware as a direct or indirect result of any action taken by the Agent, including any communication between the Agent and any other person.

“Letting Agent” means an agent engaged in the facilitation of letting of residential property.

“Miscellaneous Duties” means such duties as agreed in advance between the Agent and the Client

“Miscellaneous Fees” means additional fees at £90.00 per hour payable in respect of the Miscellaneous Duties

“Particulars” means the particulars at the head of this Agreement

“Parties” means the Agent and the Client, and “Party” shall mean either one of them

“Property Letting Service” means the Services set out in Schedule 1 Part C

“Property Letting Service Fee” means the Fee set out in paragraph 3 of Schedule 2

“Property Sale and Purchase Service” means the Services set out in Schedule 1 Part B

“Property Sale and Purchase Service Fee” means the Fee set out in paragraph 2 of Schedule 2

“Services” means the services set out in Schedule 1 Parts A, B and C and selected by the Client.

“Term” means from the Commencement Date until terminated in accordance with Clause 5.

“Vacant Property Service” means the Services set out in Schedule 1 Part A

“Vacant Property Service Fee” means the Fee set out in paragraph 1 of Schedule 2

## **2. THE SERVICES**

2.1 The Agent shall provide the Services to the Client in consideration of the Client paying the Fee to the Agent subject to these Terms and Conditions.

2.2 From the Commencement Date the Agent shall use its reasonable endeavours to carry out the Services which meet the requirements specified to the Agent by the Client until the earliest of

2.2.1 the expiry of the Term or

2.2.2 termination of this Agreement in accordance with clause 5.

## **3. FEES AND PAYMENT**

3.1 The Client shall pay the Agent the Fees as set out in schedule 2.

3.2 The Vacant Property Service Fees shall be payable half yearly or yearly in advance, as agreed.

3.3 The Property Sale and Purchase Service Fee shall be payable upon legal completion of the property sale or purchase.

3.4 The Property Letting Service Fee shall be payable half yearly or yearly in advance, as agreed.

3.5 The Agent shall invoice the Client as soon as the Fees become due and the Client shall pay the Fees within 30 days of the invoice. All payments shall be made by direct bank transfer or by cheque to the following:

Bank: HSBC  
18A Curzon Street  
Mayfair, London, W1J 7LA

Account Name: JR Capital Property Management Limited  
Account Number: 81691090  
Sort Code: 40-05-22  
IBAN: GB15MIDL40052281691090

OR by cheque payable to JR Capital Property Management Limited and posted to the address at the bottom of this page.

3.6 In addition to the Fees the Client shall pay to the Agent any other Fees including the Miscellaneous Fees and reimburse to the Agent any sums expended by the Agent on the Client's behalf which have been agreed in advance between the Client and the Agent in writing.

3.7 All amounts stated are exclusive of VAT which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment

3.8 If the Client does not make a payment by the date provided for in these Terms and Conditions then the Agent shall be entitled:

- 3.8.1 to charge interest on the outstanding amount at the rate of 4% a year above the base lending rate of Barclays Bank plc accruing daily; and
- 3.8.2 not to perform any further Services (or any part of the Services)

3.9 When making a payment the Client shall quote relevant reference numbers and the invoice number

#### **4. CLIENT'S OBLIGATIONS AND ACKNOWLEDGEMENTS**

4.1 The Client shall:

- 4.1.1 enable the Agent to establish the Client's identity to the Agent's satisfaction, for example showing to the Agent the Client's passport and utility bill addressed to the Client; and
- 4.1.2 provide to the Agent complete, accurate and up-to-date information about his or her requirements in respect of the Services and notify the Agent if the Client becomes aware of any inaccuracy or change in the information provided to the Agent.

4.2 The Client acknowledges and agrees that in respect of the Vacant Property Service:

- 4.2.1 the Agent shall instruct, where necessary, competent contractors to carry out the Vacant Property Services;
- 4.2.2 the Agent's liability under this clause 4.2 shall be limited to the Vacant Property Service Fee

4.3 The Client acknowledges and agrees that in respect of the Property Sale and Purchase Service:

- 4.3.1 that the Agent is not an Estate Agent and is engaged only to introduce the Client to Estate Agents.
- 4.3.2 not all properties Introduced by the Agent via an Estate Agent will match the Client's requirements in every respect;
- 4.3.3 a property may be withdrawn from the market before the Client receives details of it from the Agent, or between the Client's requesting a viewing of the property and that viewing taking place;
- 4.3.4 the seller may increase the price of the property at any time;

- 4.3.5 the Client shall satisfy him or herself as to the correctness of any information provided by the Agent or Estate Agent before purchasing a property;
  - 4.3.6 the Agent does not offer any legal, estate agency, surveying, financial, tax, accounting, insurance or other specialist advice;
  - 4.3.7 the Agent has recommended the Client take appropriate legal and other advice and to use the services of solicitors, surveyors, valuers, financial advisors and other specialists, for whose fees the Client is solely responsible, even if such parties have been Introduced by the Agent. The Property Sale and Purchase Service is not intended as a substitute for obtaining such advice. In particular, the Client acknowledges and agrees that the Agent has recommended the Client to take professional advice from an appropriately qualified lawyer as to the law relating to the sale and purchase of real property in the jurisdiction within which any property purchased or to be purchased is located;
  - 4.3.8 the Agent shall endeavour to ensure that all information passed to the Client about any property is accurate and does not mislead;
  - 4.3.9 the Agent is not responsible for the accuracy of any entry in any public register, and shall not be liable for any loss or damage resulting from the inaccuracy of any such information;
  - 4.3.10 the Agent shall not verify any information provided to it unless instructed by the Client to do so;
  - 4.3.11 in respect of any particulars of a property provided to the Client:
    - 4.3.11.1 the particulars do not constitute any part of an offer or a contract;
    - 4.3.11.2 all statements made in the particulars are made without responsibility on the part of the Agent, the Estate Agent or the seller;
    - 4.3.11.3 none of the statements contained in the particulars is to be relied on as a statement or representation of fact;
    - 4.3.11.4 the seller does not make or give and neither the Agent nor any person in its employment or the Estate Agent has any authority to make or give any representation or warranty whatsoever in relation to the property;
  - 4.3.12 any choice of property is solely the Client's responsibility;
  - 4.3.13 the Client shall notify the Agent and pay the Property Sale and Purchase Service Fee if the Client sells or buys a property to which he or she has been Introduced by the Agent or a property from a person to whom he or she has been Introduced by the Agent even if the Client does not use the Agent's services when selling or buying the property; and
  - 4.3.14 the Agent's liability under this clause 4.3 shall be limited to the Property Purchase Service Fee
- 4.4 The Client acknowledges and agrees that in respect of the Property Letting Service:
- 4.4.1 that the Agent is not a Letting Agent and that the Agent shall only introduce the Client to Letting Agents
  - 4.4.2 that the Agent shall instruct, where necessary, competent contractors to carry out aspects of the Property Letting Service;
  - 4.4.3 not all tenants Introduced by the Agent via a Letting Agent will match the Client's requirements in every respect;
  - 4.4.4 the Client shall satisfy itself of the correctness of any information provided in respect of any proposed tenant;
  - 4.4.5 the Agent is engaged only to liaise with specialist letting agents to arrange lettings and does not have specialist landlord and tenant expertise;
  - 4.4.6 the Agent does not offer any specialist legal advice in Landlord and Tenant matters and it is the Client's responsibility to take such legal advice it deems necessary;
  - 4.4.7 the Client is responsible for the fees of any professional engaged by it in connection with a letting even if such professional is Introduced by the Agent;
  - 4.4.8 the Client acknowledges and agrees that the Agent has recommended the Client to take professional advice from appropriately qualified professionals as to the legal and financial implications of letting a property in the jurisdiction within which any property to be let is located;
  - 4.4.9 any choice of tenant is solely the Client's responsibility;
  - 4.4.10 the Client shall notify the Agent and pay the Property Letting Service Fee if the Client lets a property to a tenant to whom he or she has been Introduced by the Agent or a tenant through a person or letting agent to whom he or she has been Introduced by the Agent even if the Client does not use the Agent's services when letting the property; and
  - 4.4.11 the Agent's liability under this clause 4.4 shall be limited to the Property Letting Service Fee

- 4.5 The Client acknowledges and agrees that in respect of the Services (be they the Vacant Property Service, the Property Sale and Purchase Service or the Property Letting Service or all of them):
- 4.5.1 the Agent is not authorised by the Financial Services Authority in any capacity ;
  - 4.5.2 while the Agent makes every effort to recommend only reliable and reputable providers of such services as legal, financial, surveying, taxation, insurance and any other associated services the Agent shall not be held responsible or liable for any loss or damage resulting from such recommendations. All contracts for such services shall be between the Client and the service provider in question and the Agent shall not be liable for any loss or damage arising from such contracts
  - 4.5.3 during the Term the Agent may use the Client's personal data for the purpose of providing the Services and may disclose it to third parties when necessary to provide the Services;
  - 4.5.4 the Agent may keep the Client's personal data for a reasonable period after the termination of the Agreement and may use it to inform the Client by letter, email or telephone about Services in the future unless the Client informs the Agent in writing that he or she does not want to be so informed; and
  - 4.5.5 the Agent acknowledges and agrees that the Client has the right to request a copy of all personal data held by the Agent and to correct any inaccuracies in that data.

## **5. TERMINATION OF THE AGREEMENT**

5.1 This Property Management Agreement may be terminated by the Agent or the Client by giving the other party ("Other Party") two months written notice.

5.2 Without prejudice to the other remedies or rights a Party may have either Party may terminate the Agreement at any time on written notice to the other party. The notice will take effect as specified in the notice

5.2.1 if the Other Party is in material breach of its obligations under the Agreement.

5.2.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purposes of solvent amalgamation or reconstruction) or if an administrator, administrator receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

5.2.3 if mutually agreed by both parties subject to clause 5.3

5.3 On termination of the Agreement (howsoever effected) the Client shall pay for all expenditure falling due for payment after the date of termination for commitments reasonably and necessarily incurred by the Agent for the performance of the Services prior to the date of termination.

## **6. GENERAL**

### **6.1 Force Majeure**

Neither party shall have any liability and will be deemed to be in breach of this Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the Other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continued period of more than six months either Party may terminate the Agreement by written notice to the Other Party.

## **6.2 Amendments**

The Client acknowledges that the Agent may from time to time change, alter, adopt, add or remove portions of these Terms and Conditions but if the Agent does so it will inform the Client of such changes, in writing, as soon as reasonably practicable.

## **6.3 Entire Agreement**

The Agreement contains the whole Agreement between the Parties and supersedes and replaces any prior written or oral agreements representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

## **6.4 Waiver**

No failure or delay by the Agent in exercising any right, power or privilege under the Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights and remedies provided by law.

## **6.5 Agency/Partnership etc**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Except as expressly provided for in these Terms and Conditions, neither Party shall have, nor represent that it has any authority to make any commitments on the other Party's behalf.

## **6.6 Severance**

If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **6.7 Interpretation**

In these Terms and Conditions unless the context otherwise requires:

- 6.7.1 words importing any gender include every gender;
- 6.7.2 words importing the singular number include the plural number and vice versa;
- 6.7.3 words importing persons include firms, companies and corporations and vice versa;
- 6.7.4 references to numbered clauses and schedules are references to the relevant clause or schedule to these Terms and Conditions;
- 6.7.5 reference to any schedule to these Terms and Conditions to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 6.7.6 the headings to the clauses, schedules and paragraphs of these Terms and Conditions are not to affect the interpretation;

## **6.8 Notices**

Any notice to be given under the Agreement shall be in writing and shall be sent by first class post to:

- 6.8.1 in the case of the Agent 42 Albermarle Street, London, W1S 4JH
- 6.8.2 in the case of the Client the address provided in the Particulars



#### **6.9 Law and Jurisdiction**

The validity, construction and performance of the Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

#### **6.10 Third Parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

#### **6.11 Assignment**

The Agent may at any time assign the benefit of this Agreement to a third party. The Client may not assign the benefit of this Agreement without the written consent of the Agent.

Signed as an Agreement the day and year above written.



**SCHEDULE 1**  
**The Services**

**A. VACANT PROPERTY SERVICE**

**1. PROPERTY VISITS FOR VACANT PROPERTIES** Yes No

We will carry out property visits weekly, monthly or quarterly dependent on your needs. We will report to you after each visit either verbally or in writing and will keep a record of each visit for your file.

**2. MAINTENANCE CHECKS** Yes No

A visit to your property on a quarterly basis (or more often if so required) and carry out checks and if necessary arrange for any items to be serviced or repaired.

**3. EMERGENCY CALL OUTS** Yes No

We will hold a spare key for your property and will be the first point of contact for the porter, neighbours and in the case of an emergency. Our working hours are between 9am and 5pm Monday to Friday. We can arrange a contract for you on your behalf with an emergency key holding service to attend the property in the event of an emergency outside of business hours. The cost for this service is approx £40 + VAT per year and approx £25 + VAT per hour for a callout charge.

Please note that it is a requirement of the Policy of the Association of Chief Police Officers (APCO) that each premise with an alarm must have a minimum of two key holders, one of whom must be available at all times. There are other requirements that need to be adhered to and should these not be complied with, the Police may withdraw response to your premises. Please note that it is your sole responsibility to ensure compliance with any APCO requirements.

**4. BILLS AND EXPENSES – PAYMENTS & CONSOLIDATION** Yes No

We can arrange to have the household expenses and utility bills paid and we will set up the direct debits on your behalf. Should you not already have a UK bank account we can assist you in setting up an account to facilitate all your payments. We can also find you the best deals for services such as Sky and broadband, consolidating them if necessary, and arranging for these services to be “frozen” when the property is vacant in order to avoid unnecessary costs.

**5. METER READINGS** Yes No

We can arrange for your meters to be read quarterly (or as often as required).

**6. MANAGEMENT OF SERVICE CHARGE/GROUND RENTAL** Yes No

We can monitor, arrange payment and keep a record of service charge and ground rental payments to the Managing Agents/Landlord of your property.

**7. CONTRACT CLEANING & LAUNDRY**

Yes

No

We can arrange for your property to be professionally cleaned on a weekly or monthly basis (or whenever required). All laundry and dry cleaning is collected from the property and where practicable, delivered within a 24 to 48 hour period.

**8. PREPARATION OF HOME / GROCERIES**

Yes

No

Upon request, we can arrange for fresh flowers to be left at the property or for the fridge to be filled with carefully selected food prior to your arrival.

**9. POST COLLECTION / FORWARDING**

Yes

No

On visiting the property we can arrange to collect and if requested, have your post forwarded on to you at an overseas or alternative UK address.

**10. TENANT ASSOCIATION MEETINGS**

Yes

No

If required we can attend Tenant Association Meetings on your behalf. At these meetings the tenants and managing agents discuss issues such as refurbishment projects, security and general changes to the Management of the building. It can be important that you have your say.

**11. INSTALLATION OF SERVICES**

Yes

No

We can help with the purchase and installation of services such as broadband, phone lines, fax machines, satellite, audio and visual systems etc

**12. REPAIRS/CONTRACT WORK**

Yes

No

We can arrange for general household repairs and maintenance to be carried by our contractors. Any repairs over £1'000 will be subject to an administration fee of 10% + VAT.

**13. PROJECT MANAGEMENT**

Yes

No

We can manage more extensive work that needs to be closely monitored on a day-to-day basis, such as a large refurbishment or a construction project. We will report back to you either verbally or in writing with regular updates. The fee for managing a project will be subject to a surcharge of 10% + VAT of the total cost of the project.

**B. PROPERTY SALE AND PURCHASE SERVICE**

**1. ACQUISITION**

As soon as we have established your needs with regards to buying a property in the UK, whether commercial or residential, we will introduce you to an Estate Agent within our extensive network of UK Estate Agents. Once a suitable property has been sourced we will liaise with the Estate Agent concerning the terms of the purchase.

## **2. SALE**

If you decide to sell a property we can introduce you to a suitable Estate Agent who will market the property on your behalf. We will monitor this process, arranging for the Estate Agent to access your property and liaising with you to ensure that the Estate Agent markets the property at an acceptable price. We will regularly report back to you with updates on any viewings that may take place and any offers that may be received from potential purchasers. We will assist you in agreeing the commercial terms of any sale

## **3. LEGAL WORK**

Once you have agreed to sell or purchase a property we can refer you to a UK Solicitor who will look after the necessary conveyancing work in respect of the property and mortgage (if applicable). We will liaise with the solicitor throughout the entire transaction. If you already have a legal representative in the UK we will happily liaise direct with your preferred solicitor.

## **4. TAX ADVICE**

Depending on your tax status and current domicile/residency you may need to seek tax advice in respect of the ownership of a UK property. We can refer you to an independent tax advisor who will offer professional advice on this subject.

## **C. PROPERTY LETTING SERVICE**

### **1. APPOINT & LIAISE WITH AGENTS**

We will introduce you to suitable Estate and Letting Agents to market the property. We will provide access to the property for the Estate Agent to carry out the initial inspection and negotiate the best possible terms of engagement with the Estate or Letting Agent. We will monitor the marketing of the property, ensuring that you are fully updated throughout.

### **2. MONITOR RENTAL INCOME & EXPENDITURE**

We will monitor the rental income received from the tenant to ensure that it is paid in full and on time. We do this by liaising directly with your bank if you provide the necessary consent. We can also monitor any expenditure at the property by liaising with your bank and keeping a record of the bills paid.

### **3. FURNISHING & STAGING RENTAL PROPERTIES**

We can arrange to semi or fully furnish your property.

Some tenants request fully furnished properties to be cleared of furniture and in this instance we can arrange for the items to be removed and placed into storage facilities if needed.

We can arrange for properties with no furniture to be professionally 'staged'. This means that furniture is hired from a supplier and placed in the property during the marketing period to make the property more attractive. This can improve the property's rental value and make it more appealing to prospective tenants. We work closely with a number of companies who supply furniture to buy or to rent.

#### **4. TRANSFER OF UTILITIES**

For new tenancies all utility bills need to be transferred into the name of the new tenant. We will monitor this process for you. In between tenancies, utility bills will need to be transferred back in to the Landlord's name. The same process takes place for every new tenant that occupies the property. We will contact the utility bill companies on your behalf and arrange this for you.

#### **5 PROFESSIONAL INVENTORIES**

It is always advisable when renting a property to have a comprehensive inventory. We work with a number of professional independent inventory companies that will carry this out for you and can arrange one both at the commencement and at the end of a tenancy to ensure that the state and the condition of the property and its fixtures and fittings are in order. Please note that if you do not have an Inventory and Schedule of Condition you will have no proof of damage caused and may not receive adequate compensation or be able to make deductions from any deposit. The cost of this inventory will be deducted from the first months rent.

#### **6. CONTRACT CLEANING**

We are able to arrange for your property to be professionally cleaned at the commencement and end of any tenancy and between tenancies if required.

#### **7. UK TAX RETURNS**

As a landlord in the UK you will be liable to pay tax on rental income and you must inform the Inland Revenue that you are renting your property. For non-residents (those who reside outside of the UK) you will have to register with the Non Resident Landlords Scheme. We can arrange this on your behalf. With your consent we can also act as your representative agent in the UK, therefore having the authority to liaise with the Inland Revenue, supply and request information and sign tax returns on your behalf. We work with a number of Chartered Accountants who offer competitive rates for compiling, preparing and filing a UK tax return. The Chartered Accountants fee is a separate fee paid directly to their office and does not form part of our annual management fees. It is important to keep an accurate record of all outgoing expenditure, fees, mortgage costs etc as these items are all tax deductible and will form part of your UK tax return, thus reducing your tax liability. We can manage this whole process for by liaising with you, your bank, the tenant, the estate agent and all service providers.

#### **8. ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS**

As a landlord you are responsible for ensuring that all electrical installations and appliances within the property comply with the 1994 Electrical Equipment (Safety) Regulations. We can arrange this for you.

#### **9. GAS SAFETY (INSTALLATION AND USE) REGULATIONS**

As a landlord it is a criminal offence under the 1998 Gas Safety Regulations to let a property with a gas appliance that is not checked for safety every 12 months by a CORGI Registered Engineer. We can arrange this for you.

## **10. FURNITURE AND FURNISHINGS (FIRE AND SAFETY) REGULATIONS**

As a landlord it is a criminal offence to let a property with furniture and soft furnishings that cannot be proven to comply with the fire Safety Regulations of 1988 and amended regulations of 1993. We can arrange for a safety check to be conducted under these regulations if needed.

## **11. CARBON MONOXIDE**

It is advisable to install a Carbon Monoxide detector in to the property you are renting to safeguard against deadly gases, which are tasteless, colourless and odourless. We can arrange for this safety device to be installed.

## **12. ENERGY PERFORMANCE CERTIFICATES (EPC)**

From the 1<sup>st</sup> October 2008 if you are renting out your property, it is be mandatory for you to provide an Energy Performance Certificate to any prospective tenant. Once obtained, a certificate remains valid for up to 10 years. We can arrange this certificate for you.

**SCHEDULE 2**

**The Fees**

**1. Vacant Property Service Fee:**

To be agreed in writing prior to the commencement of this service.  
Subject to a minimum fee of £2,000 per year exclusive of VAT and Disbursements

**2. Property Purchase Service Fee:**

1% of the sale or purchase price  
Unless agreed otherwise in writing

**3. Property Letting Service Fee:**

To be agreed in writing prior to the commencement of this service.  
Subject to a minimum fee of £2,000 per year exclusive of VAT and Disbursements

**4. Additional Fees**

Up to £90 per hour depending on the scope of works.  
To be agreed prior to the commencement of any service.

Signed as an Agreement for and on behalf of  
**JR CAPITAL PROPERTY MANAGEMENT LIMITED**

\_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_

DATE

\_\_\_\_\_

(PRINT NAME PLEASE)

Signed as an Agreement for and on behalf of  
**THE CLIENT**

\_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_

DATE

\_\_\_\_\_

(PRINT NAME PLEASE)