



PROPERTY MANAGED SERVICE AGREEMENT

This agreement is entered into between the Landlord and Camino Properties, hereinafter referred to as "the Agent," who will act as the Agent for the Landlord.

By signing these terms and conditions, the property owner confirms ownership of the designated property, entrusts its management to the Agent, and asserts the power and authority to enter into this agreement. The owner further affirms obtaining all required consents from relevant parties, including mortgagees or other lenders with an interest or security in the property.

Additionally, the owner declares the absence of arrears on any mortgage or loan associated with the property.

FULL ADDRESS OF PROPERTY TO BE LET:

MANAGEMENT SERVICE

Camino Properties offers property management services to property owners (including superior landlords) seeking to rent their property. The management service fee is calculated as a percentage of the gross rent for the tenancy period, with a minimum fee of £60 per calendar month. An initial letting fee is charged for tenant placement and tenancy arrangement, as outlined in the Fees section of this agreement.

The Standard Management Service includes:

1. Providing advice on estimated rental income and necessary actions for property readiness.
2. Advertising and marketing the property.
3. Conducting all property viewings, accompanied by a staff member from the Agent or, where applicable, a Sub-agent.
4. Conducting tenant referencing, including credit checks, ID verification, and right-to-rent checks.
5. Preparing the tenancy agreement required for Landlord protection under relevant Rent and Housing Acts, and renewing the agreement as needed at the end of the Term.
6. Coordinating with Landlord's mortgagees, if necessary, for references and the Tenancy agreement.
7. Collecting a deposit from the Tenant, held by the Agent until the end of the tenancy, and in some cases, collecting rent in advance, held by the Agent until due.

8. Creating an Inventory and Schedule of Condition at the start of any new tenancy, excluding renewal tenancy agreements.

10.

Collecting rent and remitting it to the Landlord on a monthly basis (transferred within 7 days of collection), minus any applicable fees or expenses for the period. Payments will be executed through direct bank transfer, and a comprehensive rent statement will be sent to the Landlord.

Facilitating arrangements with service providers (primarily for electricity, gas, water, and council tax) for meter readings and notifying them of the transfer of service contracts to the Tenant at the commencement of each new tenancy agreement. This service will be provided if the Landlord has granted the Agent access to the meters.

11. Regular inspection of the property. Typically, the management of a vacant property is not included, but it can be arranged upon special agreement.
12. Coordinating repair or maintenance, which involves scheduling tradesmen to attend the property, obtaining estimates as needed, overseeing the work, and settling accounts from received rent.
13. Making payments on behalf of the Landlord, utilising the received rent, for managing the property-related expenses.
14. Conducting a thorough property inspection and inventory check at the end of the tenancy, handling matters related to unfair wear and tear before releasing the Tenant's deposit.
15. Forwarding any mail belonging to the Landlord received from the Tenant or collected by the Agent during routine visits.

GENERAL AUTHORITY

The Landlord affirms their sole or joint ownership of the properties and the right to lease them under the terms of the mortgage or head lease. If necessary, the Landlord confirms obtaining permission to let from the mortgagee, joint owners, superior Landlord, and freeholders. The Landlord attests to having permission to sign on behalf of any co-owners. The Landlord authorises the Agent to carry out the various property management duties outlined in 1-16 above. The Landlord also consents to the Agent holding and managing deposits. In case of property repossession, the owner indemnifies the Agent against any claims by the Tenant or mortgagee.

The Landlord grants full authority for the Agent to employ sub-agents under specific circumstances such as property maintenance, inventory preparation, interim inspections, and checkouts. Any additional costs arising from this will be the Landlord's responsibility. The Landlord acknowledges that the sub-agent is responsible for ensuring appropriate indemnities and necessary safety certifications.

REASONABLE COSTS AND EXPENSES

The Landlord agrees to reimburse the Agent for any reasonable costs, expenses, or liability incurred on behalf of the Landlord in the pursuit of normal duties. To facilitate effective duty execution, the Landlord commits to promptly responding to any correspondence or requests from the Agent.

ENERGY PERFORMANCE CERTIFICATES

Starting from October 1, 2008, all rental properties with a new tenancy in England and Wales must have an Energy Performance Certificate (EPC), a legal requirement that the owner accepts. An EPC is valid for 10 years, and the Agent will instruct and charge for these where required or expired, in accordance with the Scale of Fees. [Link to the government website for more information: <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>]

TENANCY AGREEMENT A tenancy agreement is a legally binding contract between you, the Landlord, and the Tenant of the property. The agreement contains the conditions and responsibilities of the Landlord and the Tenant, including the term of the tenancy and the conditions that will apply if you want to take possession. At Camino Properties, we use tenancy agreements provided by the NRLA taking into consideration the Housing Act 1988. Any additional clauses you request can be included in accordance with the Housing Act. If the Landlord or the Tenant does not adhere to the terms of the agreement, the other party has the right to pursue legal action. The Standard Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s). If the Landlord wishes to modify the contract, they must inform the Agent in writing. It is understood that the Agent may sign the tenancy agreement(s) on behalf of the Landlord, and the Landlord agrees to be bound by the conditions stipulated in such an agreement.

MAINTENANCE The Landlord commits to providing any instructed property in good condition, ensuring that beds, sofas, and all other soft furnishings in each property comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 & 2010).

The Landlord also agrees to inform the Agent of any ongoing maintenance issues. Within a retained maximum expenditure limit of £250.00 including VAT on any single item of repair, and any other requirements or limits specified by the Landlord, the Agent will manage any miscellaneous maintenance work needed for the instructed properties. Major works or refurbishment will incur an additional charge, as outlined in the Scale of Fees. The "retained maximum expenditure limit" grants the Agent authority to spend up to this amount on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord. For expenditures exceeding the retained maximum expenditure limit, the Agent typically seeks authorisation in advance. However, it is agreed that in emergencies or for reasons of contractual necessity, where reasonable efforts have been made to contact the Landlord, the Agent may reasonably exceed the specified limits. The Agent operates, if possible, a 24-hour, 365-day emergency maintenance service for managed properties, covering the cost of initial out-of-hours contractor call-out charges and labour for addressing the initial emergency. Replacement parts or return visits are not covered. By law, an annual inspection of the central heating and any gas appliances is required. The Landlord is responsible for providing the Agent with a copy of the Gas Safety Certificate. If not provided, the Agent will carry this out on the Landlord's behalf, incurring expenses, and administer the necessary inspection and maintenance records. The Landlord will be charged according to the Scale of Fees outlined in this document.

OVERSEAS CLIENTS

When letting property and collecting rents for overseas Landlords, the Agent is obligated by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by Inland Revenue to receive rent gross. A standard quarterly charge will be made for this service, and reasonable administration expenses may be charged by the Agent for additional work requested by the Landlord, the Landlord's accountant, or the Inland Revenue in connection with such tax liabilities. Please refer to the Scale of Fees section.

COUNCIL TAX/UTILITIES

Payment of Council Tax will be the Tenant's responsibility while the property is occupied. The owner acknowledges that during vacant periods, utility charges and council tax remain the Landlord's responsibility, and they must make arrangements to settle the accounts.

RIGHT TO RENT

Landlords in England are legally obligated to ensure that their tenant and any permitted occupants living at the property have the right to remain in the UK before the Tenancy commencement. Follow-up checks are required if a time-limited right has been established.

It is considered unlawful discrimination to restrict tenancy length or refuse to grant a tenancy based on the Right to Rent checks, except in cases where some or all of the Tenants or Occupants have failed the checks. For more information, please visit <https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice>

SELECTIVE LICENCE SCHEMES

The Landlord affirms that they are responsible for informing the agent if they wish them to apply for their property license to the relevant council, if applicable. The costs for providing this service are outlined in the Scale of Fees.

It is agreed that the Landlord will ensure that the property possesses the necessary certificates and complies with the terms of the license. The Landlord commits to reimbursing the Agent for any reasonable expenses or penalties incurred as a result of non-compliance with the relevant license scheme. The agent bears no liability for any charges or costs related to breach or administration of the license.

SERVICE CHARGES AND GROUND RENTS

The Agent cannot make payments for Service Charges, Ground Rent, or Insurance on behalf of the Landlord. The Landlord also agrees not to hold the Agent liable for any fees incurred via third parties.

SERVICES The Agent will record meter readings whenever possible at each change of occupation of the property, only if the Landlord has granted access to the electricity, gas, and water meters. The Agent will notify the service companies of these readings and the change of occupation. In many cases, service companies (e.g., BT) require the new occupiers to formally

request and authorize the service, which the Agent cannot do on behalf of the Tenant or Landlord.

Regarding mail, Landlords should ensure to inform all relevant parties (e.g., banks, clubs, societies, etc.) of their new address, as relying on Tenants to forward mail may not always be possible.

DISCLOSURE OF LANDLORD'S DETAILS The Landlord hereby authorizes the Letting Agent, as its agent, to appoint an electricity and/or gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that the Agent may pass the Landlord's name and contact details the supplier for the purposes of: a. registering the gas and electricity meters at the property in the Landlord's name providing gas and electricity to the Landlord and administering the Landlord's account.; b. registering the Landlord with the relevant local authority for the payment of Council Tax; and c. registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord to provide further information about its services and products, and conclude an agreement with the Tenant for those services and products.

INVENTORY

At the start of each new tenancy, except for renewal agreements, the Agent will prepare a photographic Inventory and Schedule of Condition for the property. The Landlord confirms that they have been made aware of the necessity and importance of preparing a full Inventory and Schedule of Condition.

INSPECTIONS

Under the Standard Management Service, the Agent will normally carry out inspections on a regular basis. It is not the intention to check every item of the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (the general condition of the property). This would normally include inspecting the main items (carpets, walls, cooker, main living areas, and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. Following the departure of the Tenant, a final inspection of the property is carried out by the Agent. The testing of all electrical appliances as well as the heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord, together with any recommended deductions or replacement values.

HOLDING FUNDS & DEPOSITS

The Agent will protect the tenancy deposit in a Deposit Protection Scheme, the DPS. Full details of the TDS scheme - Full details of the DPS scheme – Deposit Protection Service – can be found at <https://www.depositprotection.com/> Any interest earned on the Deposit will be retained by the DPS. At the end of the Tenancy we will organise the release of the Deposit to the Tenant,

once both you and the Tenant have agreed any deductions, or an appropriate third-party adjudicator or court has ruled how it should be allocated. If you have instructed us under our Full Managed Service, we will use reasonable endeavours to secure your consent and the consent of the Tenant for the allocation of the Deposit. If there is a dispute over the allocation of the Deposit, we will deal with adjudication in accordance with the procedure provided by the schemes. We may reserve the right to decline any dispute being dealt with by adjudication where we feel there is no reasonable prospect of success.

TERMINATION & COMPLAINTS

This agreement cannot be terminated before the anniversary of the second full year. The Landlord shall provide the Agent with any requirements for return and repossession of the property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the agreed period. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to Tenants under assured shorthold tenancies is generally two months (should the contract allow for early termination), and this needs to be given even in the case of a fixed term tenancy which is due to expire. The Agent can terminate this contract with no notice on the grounds of any illegal or immoral activity. We are members of The Property Ombudsman (TPO) Scheme and subscribe to the TPO Code of Practice for Letting Agents.

A copy of the company complaints procedure is available upon request.

PRIVACY POLICY

Full details of how we process your information can be found on our privacy policy located here: www.camino-properties.co.uk

SAFETY REGULATIONS PLEASE NOTE:

You should read and understand these obligations before signing overleaf. The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing, and inspection of gas and electric appliances.

Installations within a property, especially concerning the safety of furniture and soft furnishings, are subject to the following regulations: • The Furniture and Furnishings (Fire Safety) Regulations 1988 (amended in 1989, 1993, and 2010) • General Product Safety Regulations 2005 • Gas Safety (Installation and Use) Regulations 1998 • Electrical Equipment (Safety) Regulations 1994 • Plugs and Sockets (Safety) Regulations 1994 • Legionella Risks • Homes (Fitness for Human Habitation) Act 2018 • Energy Efficiency (Private Rent Property)(England and Wales) Regulations 2015

Camino Properties acknowledges its awareness of these obligations. It is mutually agreed that Camino Properties will ensure the property's availability for letting in a safe condition and compliance with the aforementioned regulations. The landlord, Camino Properties, commits to reimbursing the agent for reasonable expenses or penalties resulting from any non-compliance with safety standards.

GAS SAFETY

Gas appliance regulations have been implemented due to numerous cases of carbon monoxide poisoning. This poisoning often results from faulty gas appliances or improperly installed flues. The regulations aim to enhance gas appliance design and ensure the safe removal of flue gases from the property. Camino Properties, along with letting agents, is obligated to annually check the safety of all gas appliances in rented properties, maintaining a record of inspections, dates, and any identified issues. The landlord must provide the tenant with a copy of the safety certificate. Camino Properties acknowledges the legal requirement and grants the agent the authority to instruct and charge for necessary safety checks.

HOUSING BENEFIT

Camino Properties commits to reimbursing the agent for any claims resulting from overpayment by the local authority regarding housing benefits or other benefit schemes paid to or on behalf of the tenant(s) as rent. This commitment remains in force throughout the tenancy and up to six years thereafter, regardless of the agent's continued engagement to let or manage the property under this agreement.

LEGAL PROCEEDINGS Any delay of payment or other defaults will be addressed by the Agent in the first instance. If the Agent's initial actions are unsuccessful or if there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be duly informed. Subsequently, the Landlord may choose to appoint and instruct a solicitor (unless the Agent, after reasonable efforts, is unable to contact the Landlord, in which case the Agent is authorized to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for covering all legal fees and related costs.

TENANCY RENEWALS

Unless the Landlord has previously notified the Agent in writing that they do not wish to renew, the tenancy will, where possible, be renewed or extended to the same Tenant introduced by the Agent. The Agent will prepare the tenancy agreement, if required, for the new or extended tenancy, and the terms of this agreement will persist until the Tenant vacates or the agreement is terminated. A tenancy renewal fee will be payable for this service, as outlined in the Scale of Fees.

COMMISSION

We may engage our preferred contractors to carry out various services at the Property, such as repair and maintenance services. In consideration of the introduced work, we may receive and retain a commission fee for services provided to you (or to us) by that contractor or third party. This fee is payable to us, not to you. Upon written request, we will disclose the amount we are paid by any specific contractor or third party.

NOTICE OF CANCELLATION RIGHTS (if applicable)

If the Managed Service Agreement is completed in your home under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, you have the right to cancel the Managed Service Agreement. This right can be exercised by sending a written 'Cancellation Notice' within 14 days of receiving our Managed Service Agreement. Your cancellation will be effective upon posting the 'Cancellation Notice' to Camino Properties, 19E Lawngreen Avenue, Chorlton, Manchester, M21 8FH in the case of email, on the day it is sent to info@camino-properties.co.uk A 'Cancellation Notice' may be in any form, provided it is in writing.

Performance of The Contract Prior to the Expiry of The Cancellation Period The services outlined in the Managed Service Agreement will not commence until the day following the last day of the cancellation period. You may instruct us to start providing services during the 14-day cancellation period. If, as per your instructions, a tenant is introduced by us during the cancellation period, you will not be able to cancel any lettings or any tenancy agreement entered into on your behalf. If we have initiated work for you during the cancellation period, we may charge you a Letting fee. If you want the services to begin before the expiry of the cancellation period, you should sign the confirmation below.

COMMENCEMENT OF SERVICE

I/We affirm our desire for the initiation of services as per the terms outlined in the Managed Service Agreement to begin promptly.

I/We acknowledge that should we decide to exercise our right to terminate the Managed Service Agreement during the cancellation period, we will be obligated to cover the Letting service fee incurred prior to the cancellation.

UPDATES TO THE MANAGED SERVICE AGREEMENT

Periodically, there may be revisions to the Managed Service Agreement, encompassing adjustments to fees. We will communicate such updates to you in writing. The Managed Service Agreement, along with its terms, including any modifications or revisions, will be applicable to any tenancy arrangements concerning the property.

FEES	
Letting Fee (Including Marketing, Advertising, New Tenant Documentation & Inventory):	£500.00
Property management fee is paid monthly from the gross rent at 10% per calendar month	10% of gross collected per calendar monthly rent
Tenant Referencing & Legal Paperwork	£100.00
Tenancy Renewal	£100.00
Registration of Deposits with Government Scheme	£30.00 per tenancy
Key & Fob Cutting	£15.00
Gas Safety Certificate	£95.00
Electrical Safety Certificate	£95.00
EPC Charge	£75.00
Electrical Safety Test/PAT	£95.00
Electrical Installation Condition Report (EICR)	£180.00
Legionella Risk Assessment	£50.00
Income/Expenditure Report	One supplied annually free of charge then £75.00 charged annually
Service of notices (Section 8, 13 and 21)	£25.00
Possession Application Through the Courts	£125.00 plus Court & Solicitor Fee

Clients should carefully read and understand the above terms of business before signing.

Signed on behalf of Camino Properties

Signature

Print name

Date

Signed by the Client

Signature

Print name

Date