



Terms & Conditions

1.0 Comprehensive Property Management

1.1 Our fee for Comprehensive Management Service is 5% for the entire length of the tenancy stated in the Tenancy Agreement, which is taken in advance at the commencement of each tenancy and/or extension or continuation. The minimum period of our appointment to manage the property is three months. The management agreement can be terminated after this period by either party giving one month's notice to the other.

1.1.1 Our minimum Property Management fee is £1,300

1.1.2 When managing a property Taino & Scott will require copies of the tenancy agreement, inventory, appliance guarantees or warranties, tenancy references and any other relevant notice or document relating to the property.

1.2 Transfer of utilities

1.2.1 Where provided with the necessary information, such as names of supplies and utility account numbers, Taino & Scott will notify existing service providers and local authority of the tenants liability (if appropriate) for payment of the service and council tax during the tenancy.

1.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Taino & Scott cannot be held responsible liable if services are disconnected or are not transferred by the utility companies

1.2.3 At the end of the tenancy we will contact the service companies and request transfer of responsibility for the service account to the landlord. Taino & Scott cannot be held liable should the service companies cut off the services for whatever reason.

1.3 Key holding service

We require a set of keys in order to be able to manage the your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

1.4 Repairs and maintenance

1.4.1 We will attend to day-to-day minor repairs and maintenance of property and its contents.

1.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 including VAT (or other amounts to be agreed in writing).

1.4.3 If requested we can obtain estimates for the consideration by the landlord for any major repairs or maintenance over £500 and submit

them for approval prior to the commencement of the work.

1.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interest without consultation.

1.4.5 If the cost of any works exceeds £500 including VAT an administration charge of 10% of the invoice will be made.

1.5 Payment of outgoings

1.5.1 A float of £300 (or other amount agreed in writing) is required at the commencement of and during the term of the management, to enable us to meet the expenditure on the landlord's behalf.

1.5.2 We cannot undertake any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

1.5.3 Working floats are handled by Taino & Scott through a designated client account. Due the speed and number of transactions involved Taino & Scott do not attempt to calculate or credit to you any interest that may be earned as a result of handling these monies.

1.6 Management inspections

We will undertake two inspection of the property each year. It must be understood that these inspection can only provide a superficial examination and are not intended to be a structural survey or an inventory check. We cannot accept responsibility for hidden latent defect. A fee of £60 will be charged for any additional visits or inspection requested.

1.6.1 We will attend the property for gas safety inspection and annual gas service free of charge.

1.7 Inventory and check-in

We require that an independent Inventory Clerk is employed to prepare an Inventory and check-in at commencement and termination of the tenancy. Where instructed Taino & Scott will appoint an Inventory Clerk to draw up an inventory of your property's fixtures, fittings, content and compile a report at the start of the tenancy. The cost of these will be the responsibility of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be given on request.

1.7.1 Taino & Scott does not accept liability for losses resulting from any errors or emissions within inventory check-in or check-out documents

1.8 Check-out

Where instructed we will arrange for the tenant to be checked-out against the initial inventory report at the end of the tenancy. The cost of this is borne by the tenant unless the tenancy agreement states otherwise. We will send you a copy of the check out report together with recommendation for deductions that should be made from the deposit.

1.9 Management while the property is vacant

During void periods we charge a fee of £50 per month.

1.9.1 We will continue to manage the property if during the term of agreement the property falls vacant. However, we cannot be held liable for any loss and /or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Taino & Scott must receive instructions in writing and will arrange to the required contractors to attend at the landlord's expense. The landlord is also advised to contact his insurance company should the property be empty for longer than thirty days.

1.9.2 Upon receipt of your written instructions we can arrange for scheduled visits, once each week to your property. The visits take place during normal working hours between Monday to Friday. There will be an additional charge of £45.00 per visit.

1.10 Purchase of items for property

Taino & Scott has access to suppliers who can deliver common household items to the property. If however you require us to purchase items from a specific source then out time on this will be charged at £50 per hour or part thereof.

1.11 Dealing with third parties

Taino & Scott will liaise where necessary with the landlord's letting agent, accountant, solicitors and superior landlords.

1.12 Insurance

Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

1.12.1 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make your claim. We will also obtain estimate for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

1.13 Mail

It is not part of normal function to forward your mail. No responsibility can be taken for mail sent to you at the property. We recommend that you arrange for it to be re-directed by the Post Office.

1.14 Cleaning

If instructed to arrange the cleaning of your property, there will be no administration charge in addition to the cleaning charge.

1.15 Where instructed, Taino & Scott will arrange for unwanted items left in the property by the tenant(s) to be removed. The cost of this will be responsibility of the landlord. Charges vary depending on the size/type of items, and an estimate of cost can be given on request.

2.0 General notices

2.1 Maintenance of the property

Section 11 to 16 of the Landlord and Tenant Act 1985 state that you must (a) keep the structure (including the drains, gutters and down pipes) and the exterior of the property in good order and repair; (b) keep the appliances for supply of gas, electricity and water in good repair; (c) keep the supply of space heating and water in good repair; and (d) keep the sanitary appliance in repair.

By signing this and returning this Agreement, you will give us authority to organise and where necessary supervise minor repairs / routine works to comply with the above as specified in clause 1.4. Please note we will not be able to arrange for any works without first holding cleared funds sufficient to meet the liability.

2.2 Acts to third parties

We will not be responsible for any loss or damage, that you suffer through the act, default or negligence of any third party, including any bank, which may arise, otherwise than through the negligence or failure on the part of Taino & Scott

2.3 Instruction to agents

By signing and returning this Agreement you irrevocably instruct us to act on your behalf, as your Agent, with your full authority to sign, or complete on your behalf, all documents necessary to carry out the effective management of your property; on the terms previously notified to you, and, in the event of you being unobtainable, upon the terms we consider to be reasonably acceptable to you.

2.4 Commission & interest

Any commission, interest or other income earned by Taino & Scott while carrying out our duties as an agent for the management of the property, for example by referrals to contractors or inventory clerks, will be retained by Taino & Scott.

2.5 Keys

Taino & Scott's secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that the keys are lost or unaccounted for, Taino & Scott's liability is strictly limited to the cost of cutting a new set of keys.

2.6 Indemnity
The landlord agrees to indemnify Taino & Scott as agent against any cost, expense or liability incurred or imposed on us, provided they were incurred on the landlord's behalf in the pursuit of normal duties.

2.7 Amendments/Variations
The contract constitutes the entire agreement between Taino & Scott and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendments or variations to this contract will have any contractual effect unless approved in writing by a Director of Taino & Scott

2.8 VAT
All Taino & Scott commission fees and any other charges are subject to VAT at the prevailing rate.

2.81 The High Court and the County Courts of England and Wales shall have the jurisdiction to hear and determine any action or proceeding in respect of this agreement.

2.8.2 Taino & Scott reserves the right to charge the schedule of fees and these terms of business.

2.9 Data Protection & Privacy Policy
Taino & Scott is registered under Data Protection Act 1998 and we undertake to comply with the act in all our dealings with your personal data. We will keep your personal data secure. Occasionally we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Taino & Scott, Office 4 Knollys Road, London. SW16 2JZ.

**I have read and understood the terms and conditions as set above and overleaf in clauses 1 and 2.
I accept that in signing this document I am bound by its entire contents.**

Signature _____

Date _____