

STANDARD DOCUMENT PACKS

LETTERS PACK : TENANCY AGREEMENT PACK

STANDARD TERMS OF BUSINESS CONTRACT : PROCEDURES MANUAL

The **Standard Document Packs** are an alternative to the Bespoke Document service and contain the basic documents a Letting Agency requires. Supplied in Word format electronically or on CD for loading onto your system and it is then up to you to adjust the documents as you wish to suit your Agency.

The **Personalisation Service** is available on some Packs for those who prefer not to make the adjustments themselves. A questionnaire is issued for completion and personalisation is based on the information provided. The fee for the service is based on an hourly rate of £50 per hour/part hour. As a guide one initial draft and one final draft will generally involve roughly 10-12 hours for personalisation of Terms of Business, and 6-8 hours for Tenancy Agreements. However this is only a guide, more or less time may be involved in the personalisation of your specific documents depending on your requirements.

The **Pack Maintenance Service** is also available on some packs. On payment of an annual subscription, I undertake to provide you with updated documents based on recommended adjustments which may arise from time to time as a consequence of the introduction of new legislation, or changes in legislation, or of published rulings by Government bodies or decrees of case law affecting the Lettings industry as may come to my attention. Where the Personalisation Service has not been provided, details of the adjustments will be issued in order that you may update your documents accordingly.

BEST PRACTICE PROCEDURES MANUAL - £600.00

MAINTENANCE SERVICE NOT AVAILABLE FOR THIS PRODUCT

A basic operations manual providing a useful starting point for the established Letting Agent wishing to create their own bespoke Manual based on their own Agency procedures and day to day practices. An example of the Contents page is reproduced overleaf as an indication of the topics included.

STANDARD TENANCY AGREEMENT PACK - £350.00

PACK MAINTENANCE SERVICE - £250.00 PA

3 Tenancy Agreements (Assured Shorthold, Company Let, Contractual Non-Housing Act)
1 Renewal Memorandum / 1 Agreement Addendum / 2 Section 21 Notices
Special Clauses Compendium for insertion into the Tenancy Agreements where required

ADDITIONAL VERSIONS OF TENANCY AGREEMENT outlined in the list overleaf are available on request at a cost of **£40.00** each plus **£30.00 pa** maintenance where required.

STANDARD TERMS OF BUSINESS CONTRACT - £300.00

PACK MAINTENANCE SERVICE - £200.00 PA

outline the standard services offered by Letting Agents with provision for you to insert your fee scale and any additional services you provide, and delete those you do not provide.

STANDARD LETTERS PACK - £250.00

PACK MAINTENANCE SERVICE - £100.00 PA

Comprises 65 Letters for the Lettings, Management and Accounts Departments.

All above prices are exclusive of VAT which is not applicable.

Postage and packing where applicable is included.

Delivery is normally within 14-28 days of receipt of order and payment but longer if Personalisation Service is added.

See the attached Terms of Business

An Order Form is attached for your convenience

If you have any questions, or wish to discuss your requirements, please contact me.

Please see the website www.nitanicola.co.uk for other services available

RESIDENTIAL LETTINGS & MANAGEMENT - BEST PRACTICE PROCEDURES MANUAL

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STANDARD TENANCY AGREEMENT PACK - VERSIONS AVAILABLE

PLEASE QUOTE REFERENCE OF **ADDITIONAL** REQUIRED DOCUMENTS ON ORDER FORM OR TICK SELECTION BELOW

NOTE: YOUR STANDARD PACK WILL INCLUDE 3 OF THE LISTED TENANCY AGREEMENTS IN ACCORDANCE WITH YOUR DEFAULT METHOD OF DEPOSIT HOLDING AS ADVISED ON THE ORDER FORM. PLEASE ONLY TICK **ADDITIONAL** VERSIONS REQUIRED

✓	REF	DESCRIPTION
	TAP1	AST: Agent holds deposit under The Dispute Service Scheme
	TAP1A	AST: Agent administers deposit under The Custodial Scheme
	TAP1B	AST: Agent holds deposit under Tenancy Deposit Solutions Scheme
	TAP1C	AST: Landlord receives rent & is responsible for protecting deposit in chosen Scheme
	TAP2	COMPANY LET: Agent holds deposit as Stakeholder
	TAP2A	COMPANY LET: Agent holds deposit under The Dispute Service Scheme
	TAP2B	COMPANY LET: Agent holds deposit as Landlord Agent
	TAP2C	COMPANY LET: Landlord receives rent and Landlord holds deposit
	TAP3	NON HOUSING ACT: Agent holds deposit as Stakeholder
	TAP3A	NON HOUSING ACT: Agent holds deposit under The Dispute Service Scheme
	TAP3B	NON HOUSING ACT: Agent holds deposit as Landlord Agent
	TAP3C	NON HOUSING ACT: Landlord receives rent/Landlord holds deposit

STANDARD DOCUMENT PACKS ORDER FORM

Company name:

Address:

Postcode:..... Email address:

Contact name: Contact Tel:

Signature Date

- Please indicate Packs required by ticking the appropriate box below.
- Please return completed form with payment for the total amount made payable to Nita Nicola at the address shown below. A receipted invoice confirming acceptance of your order will be sent to you.
- Nita Nicola reserves the right to refuse any order received. No contract of any kind is created until the written order and payment has been received and accepted.

STANDARD PACK REQUIRED	✓	PERSONALISATION SERVICE REQUIRED ✓	£
STANDARD LETTERS PACK £250.00		PERSONALISATION SERVICE NOT AVAILABLE	
LETTERS PACK ANNUAL MAINTENANCE SERVICE £100.00			
BEST PRACTISE PROCEDURES MANUAL £600.00			
MAINTENANCE SERVICE NOT AVAILABLE FOR THIS PRODUCT			
STANDARD TERMS OF BUSINESS DEPOSIT HELD BY AGENT AS SHOWN BELOW £300.00		[] YES DEPOSIT PAYABLE £400.00 See C2 Terms of Business	
TERMS OF BUSINESS ANNUAL MAINTENANCE SERVICE £200.00			
STANDARD FULL TENANCY AGREEMENT PACK DEPOSIT HELD BY AGENT AS SHOWN BELOW £350.00		[] YES DEPOSIT PAYABLE £300.00 See C2 Terms of Business	
TENANCY AGREEMENT PACK ANNUAL MAINTENANCE SERVICE £250.00			
ADDITIONAL INDIVIDUAL TENANCY AGREEMENT (1 DOC) £40.00 PLEASE QUOTE REFERENCE OF VERSIONS REQUIRED FROM ATTACHED LIST		1 OF EACH OF REF	
ANNUAL MAINTENANCE SERVICE SUBSCRIPTION £30.00			
<p>COMPULSORY TENANCY DEPOSIT PROTECTION SCHEME PLEASE INDICATE WHICH TENANCY DEPOSIT PROTECTION SCHEME APPLIES TO YOUR AGENCY IN ORDER THAT THE APPLICABLE CLAUSES MAY BE INCLUDED IN YOUR DOCUMENTS.</p> <p>[] The Deposit Protection Service (custodial scheme) [] Tenancy Deposit Solutions (My Deposits) (insured scheme) [] The Dispute Service (insured scheme)</p> <p>For deposits held by the Agent under The Dispute Service, please indicate whether you wish the applicable clauses to be included in:</p> <p>[] All Tenancy Agreements - AST and Contractual [] Only AST Tenancy Agreements</p> <p>FOR TENANCIES WHICH COMPULSORY TENANCY DEPOSIT DOES NOT APPLY PLEASE INDICATE HOW YOU HOLD NON AST DEPOSITS</p> <p>[] Stakeholder [] Landlord's Agent</p>			<p>TOTAL £</p> <p>_____</p> <p>please tick as applicable</p> <p>[] Cheque for the above amount is enclosed Cheques payable to: Nita Nicola</p> <p>[] Payment for the above amount has been made to: NatWest Account No. 69608431 Sort Code 60-24-07 Account Name: Nita Nicola</p> <p>Please quote your Agency name as your reference</p>

**STANDARD DOCUMENT PACK TERMS & CONDITIONS RELATING TO
STANDARD LETTER PACK : STANDARD TENANCY AGREEMENT PACK : STANDARD TERMS OF BUSINESS CONTRACT
AND BEST PRACTISE PROCEDURES MANUAL COMBINED AND INDIVIDUALLY REFERRED TO IN THIS DOCUMENT AS "THE PACK"
THE PERSONALISATION SERVICE ("PERSONALISATION") AND THE MAINTENANCE SERVICE ("MAINTENANCE")**

A. GENERAL

1. The Pack or Maintenance Service is purchased solely on the basis of these Terms & Conditions (the T&C) and no variation of the same is accepted unless expressly agreed and confirmed in writing by Nita Nicola.
2. Payment for The Pack or the annual subscription for the Maintenance Service is payable in advance and is quoted exclusive of VAT, for which at the time of issue of the T&C, Nita Nicola is not registered.
3. Nita Nicola reserves the right to refuse without explanation any order received for the purchase The Pack, Personalisation or subscription to Maintenance. Any order submitted is an offer to buy and there will be no contract created at any point unless and until the written order and payment has been received and accepted. Until such time any order submitted may be declined.
4. Nita Nicola is not a solicitor, nor does she have any formal legal training or qualification. The provision of The Pack and the Personalisation and Maintenance Services is based on knowledge and experience gained from working in the Lettings Industry.
5. In providing The Pack and Maintenance Service Nita Nicola endeavours to provide accurate and up to date documents and information, but cannot accept any responsibility or liability for any losses to the Purchaser by way of loss of revenue, loss of expected profits, or claims by third parties as a consequence of using the documents.
6. Any queries regarding these Terms & Conditions should be addressed to Nita Nicola as below.

B. THE PACK

1. The documents contained in The Pack are meant for use by professional Letting Agents who are fully aware of the legislation and other requirements applicable to the letting of residential property. It is important that the documents are read by the Purchaser or their legal advisors before use, to ensure that the provisions contained are in accordance with their own Agency systems and procedures. It is recommended that when self-adjusting the documents contained in The Pack assistance and/or approval is sought from the Purchaser's legal advisors.
2. The Purchaser may cancel the order and be entitled to a full refund within 7 days of making payment provided The Pack has not in that period been delivered to the Purchaser. In the event of cancellation between 7 and 28 days of payment, provided the Pack has not already been delivered to the Purchaser, a cancellation fee of 50% of the purchase price paid will be payable. If Personalisation has been requested, a charge for time incurred in Personalisation will be payable in the event of cancellation at any time (see also C4). In the event that Nita Nicola fails to deliver the Packs within the agreed time, the Purchaser will be entitled to a full refund.
3. The Pack will be delivered on CD or other agreed format within 28 days of receipt of full payment. Once delivered The Pack is non-returnable, nor is the purchase price paid refundable, unless it is in some way faulty.
4. All documents contained in The Pack may be used solely by the Purchaser for the purpose of conducting their own Letting & Property Management operation. The Purchaser is at liberty, under their own liability, to make any changes to the documents as may be appropriate to suit the individual requirements of their Agency.
5. All copyright in all documents supplied and contained in The Pack belongs to and will remain with Nita Nicola. The Purchaser may not gift, pass on, transfer, license or sell any part of The Pack to any other party. Neither may the Purchaser reproduce copy disseminate or utilise the documents contained in The Pack, either in their original format or as may have been adjusted by the Purchaser, except as expressly authorised to do in B3 above.

C. THE PERSONALISATION SERVICE

1. In providing Personalisation, Nita Nicola will rely entirely on information provided by the Purchaser in the Configuration Questionnaire and in response to draft documents provided for approval and therefore cannot accept any responsibility or liability for any losses to the Purchaser by way of loss of revenue, loss of expected profits, or claims by third parties as a consequence of using the documents.
2. Payment for Personalisation is in two stages, (i) deposit as per order form on instruction (ii) balance on completion of final draft.
3. All fees must be paid within 14 days of invoice unless otherwise agreed in writing. Nita Nicola reserves the right to charge interest at 4% over base lending rate on all overdue fees from the date of invoice until payment, together with an administration fee of £40 for each communication whether verbal or written, seeking settlement of the overdue invoice. Any third party costs applicable in recovering such outstanding monies will also be payable by The Purchaser.
4. Once Personalisation has commenced it is not possible for the Purchaser to cancel the order. If cancelled after Personalisation has commenced, the applicable fee for time involved in Personalisation prior to cancellation will be immediately payable (see also B2).

D. THE MAINTENANCE SERVICE

1. Maintenance is available only for the combined or individual Standard Document Pack provided by and purchased from Nita Nicola. It is offered as a separate service at an additional cost and is not automatically included with the purchase of The Pack. Where subscription to Maintenance is not purchased it is understood that it is the sole responsibility of the Purchaser to reflect any subsequent changes in legislation in the documents.
2. Maintenance provides the adjustment and up-dating of the individual documents provided in The Pack as Nita Nicola may from time to time consider to be beneficial or as may become necessary as a consequence of new or changed legislation or published case law or other rulings affecting the Lettings industry which come to the attention of Nita Nicola. It does not include changes required by the Agency in respect of adjustments to their procedures or price structure. Such enhancement if requested will be subject to an additional and separate fee to be negotiated between the Purchaser and Nita Nicola.
3. The updated documents will be provided to the Purchaser on CD or electronically as preferred. Nita Nicola can accept no liability for the use of such adjustments made by the Purchaser to non-Pack documents. The updates will be based on the original documents, or the last update provided, and will not reflect any adjustments made by the Purchaser to the documents in the interim, unless the self-adjusted documents are provided to Nita Nicola.
4. Maintenance subscription is available on an annual basis only and is not refundable. Maintenance cannot be cancelled during the term for which subscription has been paid. In the event of there being no changes as outlined in clause D2 above during a full subscription year, a 50% discount on the following year's subscription will be offered.
5. Neither the Purchaser nor Nita Nicola is under any obligation to renew Maintenance on completion of the annual subscription period. Renewal will be offered by the issue of an invoice for a further term of one year. If not required, or payment is not received, Maintenance will immediately cease.
6. Nita Nicola reserves the right to increase Maintenance subscription from time to time by prior written notice, save that such increase will not apply until the commencement of a new annual subscription period.

STANDARD BASIC LETTER PACK INDEX - LETTINGS, MANAGEMENT & ACCOUNTS

The 65 documents listed below form the Standard Basic Letter Pack
See also "Additional Available Letter Index" for further available documents

1.	LANDLORD	Rent Appraisal
2.	LANDLORD	Rent Appraisal & Instruction Confirmation
3.	APPLICANT	Holding Deposit Receipt
4.	APPLICANT	Tenant Financial/Bank Reference Request
4G	APPLICANT	Guarantor Financial/Bank Reference Request
5.	APPLICANT	Tenant Employer Reference Request
6.	APPLICANT	Tenant Character Reference Request
7.	APPLICANT	Tenant Previous Landlord Reference Request
8.	APPLICANT	Tenant Solicitor Reference Request
9.	APPLICANT	Tenant Accountant Reference Request
10.	APPLICANT	Tenant Company Occupier Reference Request
11.	APPLICANT	Copy References to Landlord
12.	TENANCY	Landlord Offer Confirmation Letter
13.	TENANCY	Tenant Offer Confirmation Letter
14.	TENANCY	Landlord Tenancy Agreement Letter <i>[send tenancy agreement for signature]</i>
15.	TENANCY	Tenant Tenancy Agreement Letter <i>[sending tenancy agreement for signature]</i>
16.	TENANCY	Company Tenant Tenancy Agreement Letter <i>[tenancy agreement for signature]</i>
17.	TENANCY	Landlord Tenancy Agreement Exchange <i>[sending signed tenancy agreement]</i>
18.	TENANCY	Tenant Tenancy Agreement Exchange <i>[sending signed tenancy agreement]</i>
19.	TENANCY	Non-Managed Tenant Welcome Letter <i>[to tenant in non managed property]</i>
20.	TENANCY	Managed Tenant Advance Welcome Letter <i>[to tenant in managed property]</i>
21.	TENANCY	Check In Report to Tenant <i>[to tenant with check-in report and inventory]</i>
22.	TENANCY	Check In Report to Non-Managed Landlord <i>[issue check-in report & inventory]</i>
23.	RENEWAL	Landlord Option Renew Enquiry <i>[seeking instructions if option not taken]</i>
24.	RENEWAL	Tenant Option Renew Enquiry <i>[where landlord approval received only]</i>
25.	RENEWAL	Landlord Renewal Enquiry <i>[seeking landlord intentions at tenancy expiry]</i>
26.	RENEWAL	Tenant Renewal Enquiry <i>[seeking tenant intentions at tenancy expiry]</i>
27.	RENEWAL	Landlord Renewal Confirmation <i>[confirming renewal terms agreed]</i>
28.	RENEWAL	Tenant Renewal Confirmation <i>[confirming renewal terms agreed]</i>
29.	RENEWAL	Landlord Option Renewal Confirmation <i>[advising tenancy option exercised]</i>
30.	RENEWAL	Tenant Option Renewal Confirmation <i>[confirming tenancy option exercised]</i>
31.	RENEWAL	Landlord Gas Renewal Reminder <i>[reminding landlord about gas re-check]</i>
32.	RENEWAL	Tenant Gas Renewal Advice <i>[advising tenant about need for gas re-check]</i>
33.	RENEWAL	Tenant Renewal Memorandum Exchange <i>[exchange signed Memorandum]</i>
34.	RENEWAL	Landlord Renewal Memorandum Exchange <i>[exchange signed Memorandum]</i>
35.	TERMINATION	AST Tenant Repossession Advice Letter <i>[advising possession required]</i>
36.	TERMINATION	Section 21 b Notice <i>[to end fixed term housing act tenancy]</i>
37.	TERMINATION	Section 21 (4) Notice <i>[to end periodic housing act tenancy]</i>
38.	TERMINATION	Non AST Tenant Termination Confirmation <i>[acknowledging notice from tenant]</i>
39.	TERMINATION	Landlord Terminating Confirmation <i>[advising that tenant is vacating]</i>
40.	TERMINATION	Tenant Check-Out Appointment Confirmation
41.	TERMINATION	Tenant Check-out Information Sheet <i>[outlining procedures for check out]</i>
42.	TERMINATION	Landlord Check Out Confirmation <i>[letter to landlord for info]</i>
43.	TERMINATION	Check Out Report to Non-Managed Tenant
44.	TERMINATION	Non Managed Tenant Deposit Release Authorisation
45.	TERMINATION	Check Out Report to Non-Managed Landlord
46.	TERMINATION	Non Managed Landlord Deposit Release Authorisation
47.	MANAGEMENT	New Managed Tenant Welcome Letter
48.	MANAGEMENT	Gas Safety Record <i>[To tenant sending current copy of gas safety record]</i>
49.	MANAGEMENT	Property Visit Appointment to Tenant
50.	MANAGEMENT	Landlord Property Visit Report <i>[To landlord re findings of management visit]</i>
51.	MANAGEMENT	Tenant Property Visit Update <i>[To tenant re any matters arising from visit]</i>
52.	MANAGEMENT	Check Out Report To Landlord
53.	MANAGEMENT	Check Out Report To Tenant
54.	MANAGEMENT	Deposit Deduction Letter to Landlord
55.	MANAGEMENT	Deposit Deduction Statement & Authorisation Sheet
56.	MANAGEMENT	Deposit Deduction Authority Letter To Tenant
57.	MANAGEMENT	Stakeholder Deposit Apportionment Confirmation Letter to Tenant
58.	MANAGEMENT	Agent for Landlord Deposit Deduction & Return Letter to Tenant
59.	MANAGEMENT	Contractors Works Order/Instruction Sheet
60.	MANAGEMENT	Winter/Holiday Letter to Tenant
61.	ACCOUNTS	7 Day Late Rent Tenant Letter
62.	ACCOUNTS	7 Day Late Rent Landlord Advice
63.	ACCOUNTS	14 Day Late Rent Tenant Letter
64.	ACCOUNTS	21 Day Late Rent Tenant Letter
65.	ACCOUNTS	21 Day Late Rent Landlord Advice

ADDITIONAL AVAILABLE LETTINGS DOCUMENTS NOT INCLUDED IN STANDARD BASIC LETTERS PACK

The following are available on request, either as individual documents or complete Packs.

The cost of the complete Pack is shown under the heading.

For a quote for individual documents tick alongside the documents you wish to purchase.

For clients subscribing to document maintenance, a further maintenance fee will also apply

Please also ask for a quotation for any documents required which are not listed.

✓	REF	TITLE	DESCRIPTION
ADDITIONAL AGENCY LETTERS			
Complete Additional Agency Letters Pack - £250 + £125 per annum maintenance			
	AL1	Landlord Instruction Confirmation	Confirmation of instruction received
	AL2	Landlord Key Receipt	Receipt of viewing keys acknowledgement
	AL3	Lost Landlord	Confirming landlord let through other agent
	AL4	Other Agent Property Confirmation	Confirm to o/a of applicants offer for their L/L
	AL5	Other Agent Applicant Confirm	Confirm to o/a of their applicants offer for our L/L
	AL6	Tenancy Agreement Fax Declaration	Fax cover declaration for signed TA being faxed
	AL7	Utility-CTax Transfer-TenancyStart	Letters to Utility/CTax office re change of occupier
	AL8	Utility-CTax Transfer-Tenancy End	Letters to Utility/CTax re change of occupier
	AL9	Landlord Holding non AST Deposit	Sending Landlord Tenant non AST deposit to hold
	AL10	Sharer Changeover Requested	Explaining sharer change procedure to Tenant
	AL11	Inventory to New Sharer Tenant	Inventory Check In Report to new sharer
	AL12	Rescind Notice Confirmation	Tenant Confirmation of extension/rescind Notice
	AL13	Tenant Surrender Request to Landlord	To Landlord re Tenant request to surrender
	AL13T	Surrender Request Letter to Tenant	To Tenant explaining legal position of surrender
	AL14	Tenant Surrender Confirmation	Confirm to Tenant Landlord accepts surrender
	AL15	Tenant Surrender New Let Agreed	To Tenant advising new Tenant found
	AL16	Tenant Surrender Completed	Confirm to Tenant surrender complete & released
	AL17	Deposit Return to Tenant	Cover letter for Tenant security deposit
	AL18	Cheque Returned	To Tenant re bounced cheque
	AL19	Part Rent Payment	To Tenant re rent shortfall received
	AL20	Non-Tenant Rent Payment	Re rent received from person other than Tenant
	AL21	Incorrect Payment Method	For rent payments not in line with tenancy terms
	AL22	Guarantor Agreement Signing	Guarantor Agreement for signature cover letter
	AL23	Guarantor Renewal Confirmation	Confirmation to Guarantor of Tenancy Renewal
ADDITIONAL AGENCY IN HOUSE FORMS			
Complete Additional Agency Forms Pack - £285 + £135 per annum maintenance			
	AF1	Tenant Forward Details form	Form for Tenant forward address and bank details
	AF2	Property Visit Check Sheet	For use when conducting property inspection visit
	AF3	Managed Property Form	Property Form for completion by managed L/L
	AF4	Property Take On/Appraisal Sheet	For detailing property information at initial visit
	AF5	Applicant Appraisal Sheet	For detailing tenant information at initial interview
	AF6	Applicant Reference Sheet	For tenant's referees contact details
	AF7	New Tenant Info Sheet	Offer Accepted "what happens next"
	AF8	New Tenant Maintenance Info Sheet	Instructions & Guidelines for Tenants
	AF9	Non Managed Property Form	For completion by non managed Landlord
	AF10	New Tenancy Deal & Check Sheet	Deal Sheet & Check List for new tenancy details
	AF11	Inventory Amendment Sheet	Sheet for noting amendments to inventory
	AF12	New Tenancy Check List	Checks list for renewal of tenancy procedures
	AF13	Renewal Check List	Checks list for renewal of tenancy procedures
	AF14	Termination Check List	Checks list for end of tenancy procedures
	AF17	Inventory Check Sheet	For use at check in or check out of tenancy
ADDITIONAL AGENCY CONTRACTS			
Complete Additional Agency Contracts Pack - £100 + £50 per annum maintenance			
See separate list for alternative Tenancy Agreement versions for Tenancy Agreement Pack			
	AC01 AC01L	Vacant Management Service Contract VM Service Cover Letter	Contract for Landlord's Instructions for Vacant Management Service plus covering letter
	AC02	Guarantor Agreement	Separate Agreement for Guarantor to sign as alternative to co-signing Tenancy Agreement
	AC03	Sharer Deed of Surrender	Outgoing sharer signs to confirm share of deposit has been reimbursed and has no further claim on money

ADDITIONAL LETTINGS DOCUMENTS ORDER FORM

This order form relates to the Additional Documents, which may be purchased in addition to the Standard Document Packs, either as complete additional Packs or as individual documents.

The cost for the complete Pack is shown under the heading on the attached list.

For individual documents tick alongside the documents on the attached list that you wish to purchase and send it to me for a quotation.

Please also ask for a quotation for any documents required which are not listed.

For clients subscribing to document maintenance, a further maintenance fee will also apply

Company name:

Address:

Postcode:..... **Email address:**

Contact name: **Contact Tel:**

Signature **Date**

- Please indicate Packs required by ticking the appropriate box below.
- Please return completed form with payment for the total amount made payable to Nita Nicola at the address shown below. A receipted invoice confirming acceptance of your order will be sent to you.
- Nita Nicola reserves the right to refuse any order received. No contract of any kind is created until the written order and payment has been received and accepted.

ADDITIONAL DOCUMENTS COMPLETE PACKS	✓	£
ADDITIONAL LETTERS PACK £250.00	<input type="checkbox"/>	
ADDITIONAL LETTERS PACK ANNUAL MAINTENANCE £125.00	<input type="checkbox"/>	
ADDITIONAL AGENCY FORMS PACK £285.00	<input type="checkbox"/>	
ADDITIONAL AGENCY FORMS PACK ANNUAL MAINTENANCE £135.00	<input type="checkbox"/>	
ADDITIONAL AGENCY CONTRACTS PACK £100.00	<input type="checkbox"/>	
ADDITIONAL AGENCY CONTRACTS PACK ANNUAL MAINTENANCE £50.00	<input type="checkbox"/>	
TOTAL		

please tick as applicable

- [] Cheque payable to: Nita Nicola for the above amount is enclosed
 [] Payment for the above amount has been made to:
 NatWest Account No. 69608431 Sort Code 60-24-07 Account Name: Nita Nicola
 Please quote your Agency name as your reference

COMPULSORY TENANCY DEPOSIT PROTECTION SCHEME

PLEASE INDICATE WHICH TENANCY DEPOSIT PROTECTION SCHEME APPLIES TO YOUR AGENCY IN ORDER THAT THE DOCUMENTS MAY CONTAIN THE APPROPRIATE WORDING.

- [] **The Dispute Service** (insured) for ASTs only
 [] **The Dispute Service** (insured) for all types of Tenancy Agreement
 [] **Tenancy Deposit Solutions** (insured)
 [] **The Deposit Protection Service** (custodial scheme)

FOR TENANCIES WHICH COMPULSORY TENANCY DEPOSIT DOES NOT APPLY

PLEASE INDICATE HOW YOU HOLD THE TENANT'S DEPOSIT: [] Stakeholder [] Landlord Agent

All above prices are exclusive of VAT which is not applicable. Postage and packing where applicable is included. Delivery is normally within 14-28 days of receipt of order and payment.

See the attached Terms of Business

If you have any questions, or wish to discuss your requirements, please contact me.

ADDITIONAL DOCUMENTS TERMS & CONDITIONS

REFERRED TO IN THIS DOCUMENT AS "THE DOCUMENTS"
AND THE MAINTENANCE SERVICE ("MAINTENANCE")

A. GENERAL

1. The Documents or Maintenance Service is purchased solely on the basis of these Terms & Conditions (the T&C) and no variation of the same is accepted unless expressly agreed and confirmed in writing by Nita Nicola.
2. Payment for The Documents or the annual subscription for the Maintenance Service is payable in advance and is quoted exclusive of VAT, for which at the time of issue of the T&C, Nita Nicola is not registered.
3. Nita Nicola reserves the right to refuse without explanation any order received for the purchase The Documents or subscription to Maintenance. Any order submitted is an offer to buy and there will be no contract created at any point unless and until the written order and payment has been received and accepted. Until such time any order submitted may be declined.
4. Nita Nicola is not a solicitor, nor does she have any formal legal training or qualification. The provision of The Documents and Maintenance is based on knowledge and experience gained from working in the Lettings Industry.
5. In providing The Documents and Maintenance Nita Nicola endeavours to provide accurate and up to date documents and information, but cannot accept any responsibility or liability for any losses to the Purchaser by way of loss of revenue, loss of expected profits, or claims by third parties as a consequence of using the documents.
6. Any queries regarding these Terms & Conditions should be addressed to Nita Nicola as below.

B. THE DOCUMENTS

1. The Documents are meant for use by professional Letting Agents who are fully aware of the legislation and other requirements applicable to the letting of residential property. It is important that the documents are read by the Purchaser or their legal advisors before use, to ensure that the provisions contained are in accordance with their own Agency systems and procedures. It is recommended that when self-adjusting The Documents assistance and/or approval is sought from the Purchaser's legal advisors.
2. The Purchaser may cancel the order and be entitled to a full refund within 7 days of making payment provided The Documents have not in that period been delivered to the Purchaser. In the event of cancellation between 7 and 28 days of payment, provided the Documents has not already been delivered to the Purchaser, a cancellation fee of 50% of the purchase price paid will be payable. In the event that Nita Nicola fails to deliver the Packs within the agreed time, the Purchaser will be entitled to a full refund.
3. The Documents will be delivered on CD or other agreed format within 28 days of receipt of full payment. Once delivered The Documents are non-returnable, nor is the purchase price paid refundable, unless it is in some way faulty.
4. The Documents may be used solely by the Purchaser for the purpose of conducting their own Letting & Property Management operation. The Purchaser is at liberty, under their own liability, to make any changes to the documents as may be appropriate to suit the individual requirements of their Agency.
5. All copyright in all documents supplied and contained in The Documents belongs to and will remain with Nita Nicola. The Purchaser may not gift, pass on, transfer, license or sell any part of The Documents to any other party. Neither may the Purchaser reproduce copy disseminate or utilise the documents contained in The Documents, either in their original format or as may have been adjusted by the Purchaser, except as expressly authorised to do in B3 above.

C. THE MAINTENANCE SERVICE

1. Maintenance is available only for the Documents provided by and purchased from Nita Nicola. It is offered as a separate service at an additional cost and is not automatically included with the purchase of The Documents. Where subscription to Maintenance is not purchased it is understood that it is the sole responsibility of the Purchaser to reflect any subsequent changes in legislation in the Documents.
2. Maintenance provides the adjustment and up-dating of the individual documents provided in The Documents as Nita Nicola may from time to time consider to be beneficial or as may become necessary as a consequence of new or changed legislation or published case law or other rulings affecting the Lettings industry which come to the attention of Nita Nicola. It does not include changes required by the Agency in respect of adjustments to their procedures or price structure. Such enhancement if requested will be subject to an additional and separate fee to be negotiated between the Purchaser and Nita Nicola.
3. The updated documents will be provided to the Purchaser on CD or electronically as preferred. Nita Nicola can accept no liability for the use of such adjustments made by the Purchaser to documents not purchased from Nita Nicola. The updates will be based on the original documents, or the last update provided, and will not reflect any adjustments made by the Purchaser to the documents in the interim, unless the self-adjusted documents are provided to Nita Nicola.
4. Maintenance subscription is available on an annual basis only and is not refundable. Maintenance cannot be cancelled during the term for which subscription has been paid. In the event of there being no changes as outlined in clause D2 above during a full subscription year, a 50% discount on the following year's subscription will be offered.
5. Neither the Purchaser nor Nita Nicola is under any obligation to renew Maintenance on completion of the annual subscription period. Renewal will be offered by the issue of an invoice for a further term of one year. If not required, or payment is not received, Maintenance will immediately cease.
6. Nita Nicola reserves the right to increase Maintenance subscription from time to time by prior written notice, save that such increase will not apply until the commencement of a new annual subscription period.