

DEFINITIONS

- i. Instructions are only accepted by Get-Let upon these Terms and Conditions. Any modifications must be agreed in writing by Get-Let and attached to these Terms and Conditions.
- ii. “The Landlord” or “You” – the Landlord named in the instruction form or any person claiming through or under the Landlord.
- iii. “The Property” – The Property specified in this instruction or any part thereof including any fixtures or fittings and furniture equipment or appliances belonging to the Landlord but excluding any common ways or shared facilities if the Property is part only of a building.
- iv. “The Tenant” – Any Tenant or Tenants of the Property from time to time introduced by Get-Let. If the Tenant is more than one person then this expression shall be read and constructed accordingly and will include and person who was within this definition who remains in occupation of the Property and if appropriate as licensee of the Tenant.
- v. “Tenancy” – The entire period that the Tenant remains in occupation of the Property including the Initial Letting Period and any renewal, period of holding over, or new Tenancy.
- vi. “Initial Letting Period” – The full length of the term of any tenancy, this will not take into account any termination clause or right to terminate any tenancy, or any surrender of same.
- vii. “Rent” – Shall include any sum taken as a Premium or extension or renewal of the Tenancy.
- viii. “Get-Let” means Get Property Ltd. trading as “Get-Let”, of Clifton House, Lr. Fitzwilliam St, Dublin 2.
- ix. “We” – means Get Property Ltd. trading as “Get-Let”, of Clifton House, Lr. Fitzwilliam St, Dublin 2.

OWNERS OBLIGATIONS

i. **MORTGAGES.**

Where the property is subject to a mortgage, permission is normally required by the Mortgagee to let or sub-let the Property. Unless we are advised to the contrary in writing, we will assume that you have obtained your Mortgagee's written permission to let the Property.

ii. **INSURANCES**

It is your responsibility to ensure that you are fully insured for both building and contents and that the policy covers furnished lettings as well as Public Liability Insurance Cover. Please note that many household policies do not automatically cover such policies. Get-Let cannot advise on insurance matters and we recommend that you contact your insurance broker directly.

iii. **FIXTURES & FITTINGS**

You must ensure that all fixtures, fittings, gas, electrical or otherwise provided with the Property is fully operational and safe, and if possible recently serviced prior to the commencement of the Tenancy.

iv. **SAFETY REGULATIONS**

You hereby guarantee to Get-Let that all furniture and furnishings included in the letting (whether originally provided or added during the Tenancy) fully comply with the required and relevant:

Fire Safety Regulations

Gas Safety Regulations

Electrical Equipment Regulations

LETTING ONLY SERVICE

i. **TENANT PLACEMENT**

The Company shall use all reasonable endeavours to find a suitable Tenant for the Property at the monthly rent which is agreed between the Company and the Owner.

ii. **TENANT SOURCING & INTERVIEWING**

The Company shall advertise for, and interview prospective Tenants for the Property. This shall be by way of some, any, or all of the following depending on market conditions: the Company's website, other property websites, Company signboards, contacting of prospective Tenants from the Company's comprehensive Tenant Database, or newspaper adverts.

- iii. TENANT REFERENCES & GUARANTORS
The Company shall obtain references in respect of the prospective Tenant. These references will usually include some, any, or all of the following: employment, previous Landlord, bank and character references. If a guarantor is deemed necessary then he/she must be a property or business owner and must produce evidence of same.
- iv. ACCOMPANYING OF PROSPECTIVE TENANTS
The company shall accompany prospective Tenants on visits to the Property.
- v. TENANCY AGREEMENT
The company shall provide a Tenancy Agreement free of charge between the Landlord and The Tenant for the period agreed with The Landlord (usually one year).
- vi. DEPOSIT
Unless otherwise agreed, an amount equal to one month's rent will be paid by the Tenant as a damage deposit to be held by the landlord unless otherwise stated during the term of the Tenancy.
For Letting Only we will not become involved in any way in the agreement of dilapidation charges from the deposit which must be negotiated directly between the Landlord and the Tenant.
- vii. METHOD OF RENT PAYMENT
Where possible Get-Let will arrange for the Tenant to pay the monthly rent by standing order into the Landlord's bank account if so requested by the Landlord.
- viii. INVENTORY OF FIXTURES & FITTINGS
We shall provide a full Inventory of Furniture, Fixtures & Fittings at no extra cost. However, our Inventory shall be prepared in good faith, and we shall be in no way responsible for any items of furniture, fixture or fitting misvalued or excluded from the Inventory. An overall estimated valuation shall be applied to the Inventory, and agreed with the Landlord.
- ix. PRTB REGISTRATION & DISPUTES
We shall register the New Tenancy with the Private Residential Tenancies Board having obtained all the necessary information from the Landlord and new Tenant. However, we shall not become involved in any subsequent disputes which may arise between the Landlord and Tenant and which necessitates the intervention of The PRTB.
- x. METER READINGS

We shall carry out Meter Readings, or duly organise same with the Complex Management Company if required. We will ensure that these readings are communicated to the new Tenant, and arrange that Accounts are transferred to the new Tenant's name.

xi.. RENT COLLECTION & REPAIRS

The collection of rent and organisation of repairs will be the responsibility of the Landlord who must communicate directly with the Tenant.

xii.. PREMATURE TERMINATION OF TENANCY

In the event of the Tenancy Agreement terminating before its full term by the Tenant(usually one year), the Company shall credit the Owner by way of a pro-rata proportion. This credit shall then be offset against a letting fee for a new Tenant. This credit is only available against your statement and will not be refunded in monetary terms. The said refund is not payable if the Tenancy Agreement is terminated by the Owner or if the Owner has not complied with the terms of the Tenancy Agreement.

xiii. COLLECTION OF KEYS

For the convenience of the Landlord, Get-Let shall arrange for the collection of keys to a property in the Dublin Area. However, keys shall only be collected after it has been agreed that the Company shall be the appointed Letting Agent for that property, and the Terms and Conditions have been agreed between the Landlord and the Company.

ix GET-LET COMMISSION

The Landlord agrees to pay to the Company in consideration of the Letting Only Service:

- A fee equal to 5%(+VAT) of the annual rent reserved by a Tenancy Agreement. (Multiple property discounts available)

x BUILDING ENERGY RATING ASSESSMENTS

A BER Certificate is a requirement for the letting of any property after 1st January 2009. Get-Let can arrange for the Assessment and Certification of any of our Clients properties by our fully qualified BER Assessor.

FULL MANAGEMENT SERVICE

LETTING

THE COMPANY SHALL PROVIDE ALL SERVICES AS SET OUT IN THE **LETTING ONLY SERVICE** AND IN LIEU, OR IN ADDITION:

i. RENT COLLECTION

Receive rents and account to you:

- The receipt of rental on your behalf
- The demand for rent in the absence of payment.
- The forwarding of net rents to your bank
- The preparation of rent statements to you on an annual basis or more regular basis by arrangement.

ii. OUTGOINGS

We will pay, out of rents received, outgoings such as management fees as requested by each Landlord. In order to do so we must be placed in sufficient funds to enable us to meet all expenditure. Please note that You are expected to instruct your management Company etc. to send their accounts to us.

iii. REPAIRS & TENANT ISSUES

We shall deal with day to day management matters and Tenant issues, and where required instruct contractors to carry out any repairs that may be required. Except in an emergency, estimates are obtained and submitted to you for approval in respect of works or redecoration. You have the right to waiver this restriction if so desired.

iv. PROPERTY VISITS

Our Management Service will include non-expert investigation of defects, which Tenants shall bring to our attention should they deem it necessary. On these visits structural surveys will not be carried out and therefore we accept no liability for hidden or latent defects.

v. MANAGEMENT COMPANIES

We shall deal with The Complex Management Company in relation to day to day issues affecting your property.

vi. END OF TENANCY

Get-Let hold the deposit during the Tenancy as stakeholders which means We owe a duty of care to both Landlord and Tenant to see that the Deposit is paid out correctly after claims are assessed. The Deposit will only be released upon receipt of signed authority from both the Landlord and the Tenant to the deposit schedule detailing the deductions (if any).

vii. BOILER SERVICE

We shall arrange to have Oil or Gas Boilers serviced by certified Engineers if so required by You.

viii. GARDEN MAINTENANCE

We shall organise the routine maintenance of the gardens such as lawncutting etc. if so requested by the Landlord. For more comprehensive Garden Landscaping projects a charge shall apply (See Additional Services)

ix.. FULL MANAGEMENT COST

The Landlord agrees to pay to the Company in consideration of the Full Management Service:

- A fee equal to 9%(+VAT) of the annual rent reserved by a Tenancy Agreement.(Multiple property discounts available).

GENERAL

i. TERMS OF MANAGEMENT SERVICE

Exceptional cases aside, our management appointment is for the initial letting period and thereafter, as long as the Tenancy continues, subject to three months notice to terminate our management appointment on either side. For Full Management an amount not less than 11%(+VAT) of the annual rent reserved by the Tenancy Agreement shall be paid to Get-Let if the management appointment is cancelled by the Landlord after less than one year.

ii. REPAIRS & OBLIGATIONS

Get-Let do not supervise any contractors and are not liable to you for any failure to deliver or delay by a contractor.

You undertake to approve whatever Get-Let shall do in their management capacity and shall pay Get-Let all costs, claims and payments and expenses incurred by Get-Let.

You will pay any payment of rates payable in respect of the Property and if it remains unpaid by the Tenant this shall not be the responsibility of Get-Let.

iii. TENANCY AGREEMENT

Unless instructed otherwise, we shall use our standard form of Tenancy Agreement. Landlords instructing their own solicitors to prepare an Agreement will be responsible for their solicitor's fees.

iv. INSTRUCTION TO SOLICITORS

You will be informed of any significant rent arrears (in excess of 28 days), deposit disputes or breaches of the Tenancy brought to our attention. If however legal action is required, you will be responsible for instructing your own solicitor and for all fees involved.

v. RENEWAL OF TENANCIES

Our experience and understanding of current market rentals and trends alongside our ability to negotiate on your behalf, will assist in negotiating higher rental rates if appropriate in the rental market at that time.

vi. ADDITIONAL & MISCELLANEOUS SERVICES

For services provided that exceed the normal Terms & Conditions, a charge of €30 per hour(+VAT) will apply. However, these charges will not be applied without first consulting the Landlord. A minimum charge applies to certain Services. An agreed overall price may be made before a project commences based on estimates as to how much time would be spent by Get-Let in supervision or administration of same.

ADDITIONAL & MISCELLANEOUS SERVICES

COSMETIC IMPROVEMENT/ REFURBISHMENT PROJECTS

We can advise you as to Cosmetic changes that might make the Property more attractive or easier to let in the current market.

REFURBISHMENT PROJECTS

A Refurbishment Service for larger projects such as a new kitchen, bathroom, decorating, or new carpets / floors is also available.

We can organise for the fitting and delivery of items, as well as the Tradesmen to carry out such work.

A minimum charge of €100(+ VAT) shall apply to any Refurbishment project.

FURNITURE & ELECTRICAL GOODS

We can purchase, and choose items of furniture or electrical equipment if required

CLEANING SERVICES

We can arrange Contract Cleaning for your property.

A minimum charge of €100(+VAT) shall apply for the Cleaning Service.

WASTE REMOVAL

We can arrange for Waste Removal from a property if required.

Charges will vary depending on the amount of Waste to be removed.

Get-Let can also provide a Labour Service of moving the Waste from the property to the receptacle (i.e. skip).

GARDEN LANDSCAPING

For any Garden Landscaping projects that exceed routine Garden Maintenance a charge shall apply.

LANDLORD INSTRUCTION FORM

I / we certify that I / we own the property and confirm my / our acceptance of the foregoing Terms and Conditions as set out by Get-Let

Signed _____ Date _____

Print Full Name _____

Signed _____ Date _____

Print Full Name _____

I / We wish Get-Let to undertake

Let Only

I / We wish Get-Let to undertake

Full Management

I wish to waive the requirement for Get-Let to contact me in relation to any minor repairs that may occur
(applies to Full Management only) (Y / N)

PROPERTY ADDRESS _____

LANDLORD DETAILS FORM

GENERAL

Property Address: _____

Owner's Name: _____

Correspondance Address: _____

Tel No & Email Address: _____

Emergency Contact: _____

(If landlord unavailable)

LANDLORD BANK DETAILS

Bank _____ Sort Code _____

Address _____

Name of Account Holder _____

Account Number _____