

## **AMAZON MANAGEMENT SERVICES LTD**

1<sup>st</sup> Floor, 158 Liverpool Road North  
Maghull  
Liverpool  
L31 2HP

Tel: 0151 531 9329  
Fax: 0151 520 2786

Email: [info@amazonmanagementservices.co.uk](mailto:info@amazonmanagementservices.co.uk)  
[www.amazonmanagementservices.co.uk](http://www.amazonmanagementservices.co.uk)

# **LANDLORD PACK**

**AMAZON MANAGEMENT SERVICES LTD**

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Thank you for enquiring about our services.

We are a Lettings and Property Management Company and our aim is to provide an efficient and professional hassle-free service to both landlords and tenants. We deal with all aspects of the rental market, including full marketing on all major property websites, our own website and various other media, credit checks on prospective tenants and their guarantors, the drawing up of tenancies, and notification to all utility companies. When an application is accepted a deposit is obtained, which is submitted to The Deposit Protection Service.

### **FULL MANAGEMENT**

- 8% of rent achieved + VAT
- Advertising of property\*
- Accompanied viewings
- Obtaining a guarantor
- References carried out on both tenant and guarantor
- Drawing up of tenancy agreements
- Pre/Post Tenancy inspection
- Handing over of keys
- Informing all utilities and council tax
- Collection of rents
- Dealing with tenants queries/problems
- Repairs dealt with within the Target repair timescales – you will be notified by email of all repairs.
- All repairs are reported to the office through our website - Fixflo
- Emergencies dealt with at our discretion
- Out of hours emergency number
- In house maintenance team
- Regular tenancy inspections
- No charge for tenancy renewals
- Dedicated account manager

\* Advertising includes Zoopla, Prime Location, Find-a-property, Rightmove, Digital Property Group, and Mail online.

*Advertising is charged at an approximate cost of £100 +VAT*

If you require any clarification, please do not hesitate to contact us.

## **Services**

- Monthly statement sent for your records
- Maintenance
- Collection of rents
- Rents paid over monthly
- Statement sent at the beginning of the month
- Prompt and efficient service
- Yearly statement to assist with tax form completions (if required)\*

We also offer a service that allows for the property to be renovated by our in house team, after agreement for rental standards. Costs are charged and invoiced to the landlord separately with 50% due in advance and the balance being deducted from future rents.

The service offered provides a no-nonsense rental income for the landlord with a minimum amount of fuss.

Our aim is to act to ensure a stress-free rental for both landlords and tenants.

- Nominal fee of £50.00 payable

**MANAGEMENT AGREEMENT BETWEEN:**

**(The Landlord)**

**AND**

**Amazon Management Services Ltd, 1<sup>st</sup> Floor, 158 Liverpool Road North, Maghull,  
Liverpool (The Agent)**

**TERMS AND CONDITIONS:**

1. The Agent shall manage the property(s) on behalf of the Landlord for a monthly management fee of 8% +VAT.
2. The Agent shall advertise the property for the agreed rent with the Landlord on various websites including Rightmove and Zoopla and various other media until a suitable tenant is found at an additional cost.
3. Tenants and guarantors will be subject to thorough references including credit checks.
4. A guarantor will be obtained and the deposit submitted to the Deposit Protection Services (DPS).
5. When a tenant is accepted, a 6 month Assured Shorthold Tenancy Agreement is issued. To end the tenancy, the tenant must give 4 weeks' notice in writing. If the tenant gives notice in the first 6 months, they will be liable for the rent up to the expiry date.
6. If there is a breach of the tenancy, the Landlord will be notified of all action taken and kept up to date.
7. The rents will be collected and paid into the Landlords nominated bank account within 7 days of the start of the month and the relevant paperwork sent out.
8. Any repairs reported by the Tenant will be addressed within the "target repair timescales" which are available upon request. The Landlord will be notified by email. The cost of repairs, plus 10% markup, will be deducted from any rent received. Repairs over £500 will be invoiced separately and payment due within seven working days unless a prior payment agreement is made. If there is an emergency and we cannot contact you for approval, then you hereby authorise us to undertake any necessary repairs.
9. All utilities will be notified at the beginning and end of each tenancy and a record kept.
10. If either the Agent or Landlord wishes to terminate this agreement, then two months' notice in writing must be given. (If this is within the first 12 months – then the management charge plus VAT for the remainder of the period will be payable. One months' gross rent will also be payable – see point 12)
11. All Gas Safety Checks will be carried out when due by the Agent unless otherwise notified and the Landlord charged. If the landlord is obtaining his own gas certificates, these must be carried out at least one week prior to the expiry date of the current certificate and a copy forwarded to both the tenant

and Amazon Management Services Ltd as soon as this is completed. An Energy Performance Certificate is also required and unless otherwise notified, these will be carried out in accordance with current legislation. If the property is in an area where licensing scheme is applicable, then we will register the property on your behalf and deduct the costs.

12. If a tenant is found and the Landlord wishes to terminate this agreement after twelve months, one months' gross rent must be paid to Amazon Management Services Ltd.
13. If a landlord does not carry out any repairs within the required timescales, Amazon Management Services Ltd reserve the right to complete the repairs and the costs will be charged to the landlord.

I/We confirm that I/we have read and understood the above and hereby authorise the Agent to act on my/our behalf in the letting of my/our properties.

**SIGNED:** .....(Landlord)

**NAME:** .....

**EMAIL:** .....

**DATE:** .....

**Please provide bank details for payment of rents:**

**Bank:** .....

**Account Name:** .....

**Account Number:** .....

**Sort Code:** .....

**SIGNED:** .....(Agent)

**NAME:** .....

**DATE:** .....

**Assured Shorthold Tenancy Agreement**

**THIS TENANCY AGREEMENT (the "Agreement")** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

\_\_\_\_\_  
Address: C/O: Amazon Management Services, First Floor, 158 Liverpool Road North, Maghull,  
Merseyside, England L312HP  
Telephone: 0151 531 9329  
(the "Landlord")

- AND -

\_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
(the "Tenant")

(individually the "Party" and collectively the "Parties")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**BACKGROUND:**

- A. This is an agreement to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation.
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.

**Let Property**

1. The Landlord agrees to let to the Tenant the house, municipally described as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, England, \_\_\_\_\_ (the "Property"), for use as residential premises only. A photo of the Property is hereby attached to this Agreement. Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

2. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord, except for:  
\_\_\_\_\_.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.
5. The Tenant and members of Tenant's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.

**Term**

6. The term of the tenancy commences at 12:00 noon on \_\_\_\_\_ and ends at 12:00 noon on \_\_\_\_\_.
7. Should the Tenant remain in possession of the Property with the consent of the Landlord after the natural expiration of this Agreement, a new tenancy from month to month will be created between the Parties which will be subject to all the terms and conditions of this Agreement but will be terminable upon the Landlord giving the Tenant the notice required under the applicable legislation of England (the "Act").

**Rent**

8. Subject to the provisions of this Agreement, the rent for the Property is £0.00 per month (£0.00 per week) (the "Rent").
9. The Tenant will pay the Rent on or before the first of each and every month or on the Friday of each week of the term of this Agreement in advance to the Landlord's agent directly into their nominated bank account (Amazon Management Services, S/C: \_\_\_\_\_ A/C: \_\_\_\_\_) by standing order or at such other place as the Landlord may later designate quoting reference "First Line Address".
10. The Tenant will be charged an additional amount of 4% above the Bank of England base rate per day after a 7 day grace period for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.



11. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

**Security Deposit**

12. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £0.00 (the "Security Deposit").

13. No interest will be received on the deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of these obligations, including breach of notice to vacate the property.

14. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

15. During the Term of this Agreement or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and

- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Agreement or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 16. The Tenant may not use the Security Deposit as payment for the Rent.
- 17. Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_, or at such other place as the Tenant may advise.

**Sureties**

- 18. The Guarantor, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, England \_\_\_\_\_, guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Agreement and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations.
- 19. The Guarantor's obligations remain fully effective even if this Agreement is disclaimed or the Landlord gives the Tenant extra time to comply with any obligation or does not insist on strict compliance with its terms.

**Quiet Enjoyment**

- 20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

**Inspections**

- 21. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

22. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

**Tenant Improvements**

23. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

**Utilities and Other Charges**

24. The Tenant is responsible for the payment of all utilities in relation to the Property.

**Insurance**

25. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

**Absences**

26. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to

secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

#### **Governing Law**

27. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

#### **Severability**

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
29. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

#### **Amendment of Agreement**

30. This Agreement may only be amended or modified by a written document executed by the Parties.

#### **Assignment and Subletting**

31. The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement.

#### **Additional Provisions**

32. Where the Tenant is in receipt of Housing Benefit/Universal Credit, the Tenant will issue, upon the request of the Landlord, instruction to ensure that such benefit is payable directly to the Landlord, via the Agents bank account as stated earlier. The Tenant will remain responsible for any shortfall in the amount received and the rent payable in accordance with the terms of the Agreement. The Tenant authorises the Council/DWP to discuss their Housing Benefit Claim with Amazon Management Services Ltd.

33. Notify the Landlord/Agent of any changes in circumstances that may affect the amount of benefit payable. The Tenant is responsible for the payment of rent at all times and in particular where there is any interruption or non payment of benefit or any reclaim of benefit during and after the tenancy.
34. To keep the Contents in at least good as repair and condition as they are now and to keep mechanical and electrical equipment properly serviced and make good all damage and undue wear (except damage caused by accidental fire) and to replace with similar articles of equal value all contents which are destroyed or lost or damaged (except by accidental fire)..
35. Notice of 4 weeks must be given in writing to the landlord's agent, even at the end of the tenancy. If notice is given within the first 6 months the tenant will remain liable for the rent until the end of the fixed term.

#### **Damage to Property**

36. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

#### **Care and Use of Property**

37. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
38. The Tenant will keep the Property in good repair and condition and in good decorative order.
39. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.
40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

42. At the expiration of the agreement term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

**Hazardous Materials**

43. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

**Termination of Tenancy**

45. The Landlord may terminate the tenancy by service on the Tenant of a notice pursuant to any ground provided under the Act. The Landlord may serve such notice either:
- a. to terminate the tenancy at its end date (e.g. a Section 21 notice to quit),
  - b. to terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement (e.g. a Section 8 notice of seeking possession), or
  - c. to terminate the tenancy for any other ground provided in the Act (e.g. landlord is seeking to live on the property again).

**Address for Notice**

46. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:
- a. Name: \_\_\_\_\_.
  - b. Phone: \_\_\_\_\_.
  - c. Post termination notice address:  
\_\_\_\_\_

47. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Amazon Management Services Ltd.
- b. Address: First Floor, 158 Liverpool Road North, Maghull, Merseyside, England L312HP.

The contact information for the Property Manager of the Landlord is:

- c. Name: Amazon Management Services Ltd.
- d. Phone: 0151 531 9329.

48. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Agreement.

#### **General Provisions**

49. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

50. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.

51. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

52. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.

53. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

54. If the Tenant moves out prior to the natural expiration of this Agreement, a relet levy of £0.00 will be charged to the Tenant.

55. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
56. This Agreement and the Tenant's leasehold interest under this Agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
57. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. Time is of the essence in this Agreement.
59. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.
60. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Agreement will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.
61. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
62. The Tenant is responsible for any person or persons who are upon the or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs



or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

63. During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property.

**This Agreement dated:**

The landlord hereby agrees to let the premises and the tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this agreement.

**Tenants signature:**

**Witnessed by:**

**Agents signature:**

**Witnessed by:**

**Guarantor as per attached form**

The Guarantor agrees with the Landlord:

That if the Tenant fails to pay rent or other monies due or defaults in carrying out any terms of the Agreement, the Guarantor will indemnify and keep indemnified the Landlord and his Agents against any losses, claims, liabilities, costs and expenses arising out of or in connection with such failure or default of the Tenant. For the avoidance of doubt, the Guarantor will remain liable for the acts or omissions of the Tenant, during their occupation of the property. This guarantee shall continue throughout the period that the property is occupied by the tenant and is not limited to the term specified in the agreement.

## Repairs

All repairs must be reported through our website [www.amazonmanagementservices.co.uk](http://www.amazonmanagementservices.co.uk). Once on our website a button in the top right corner marked 'REPORT REPAIR' will take you through to our dedicated report system which will ensure that the matter can be dealt with efficiently. Repair requests will not be accepted by phone.

### Target Repair Timescales

- **Emergency Repairs** - repairs where there is a serious threat to health and safety or where we need to take quick action to prevent damage to your home or a neighbouring property.

These repairs will be attended to and made safe within 24 hours of being reported.

- **Urgent Repairs** – urgent repairs are not emergencies, but repairs which need to be carried out quickly to prevent further damage to your home.

These repairs will be carried out within 10 working days of being reported.

- **Routine Repairs** - Routine repairs are everyday repairs which are required as a result of normal wear and tear to the property.

These repairs will be carried out within 28 days of it being reported

Where possible we will carry out the full repair. However, if this is not possible we may carry out temporary repairs to make the situation safe and will then return to complete the repair.

## **Our charges**

Basic charges are:

- Tenant find advertising - £100.00 approximately
- Monthly management charge – 8%
- Repairs – charged at cost + 10%
- Prices are subject to VAT

*If you have 10 or more properties please contact the office to discuss the management fee.*