



Property Management Authority

Ph / Fax 09 846 0030 • www.braypm.co.nz • info@braypm.co.nz

Landlord / Owner Details

Name: _____

Postal Address: _____

Phone# _____ Mobile# _____ Email _____

Owner Bank Account (For Rent Deposits)

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Address of Property to be Managed House / Unit / Apartment

Bedrooms	Garage	Dishwasher	Fire Place
Bathrooms	Garage Remotes	Waste Disposal	Natural Gas
Separate toilet	Carport	Oven	Furnished Yes / No
Kitchen	Parking Spaces	Range hood	Other
(Sep)Dining Room	Fencing	Extraction	Other
Other Room	TV Aerial	Heated Towel Rail	Other
Other Room	Sky Installed	Rubbish Bin	Other
Other Room	Alarm Code	Recycle Bin	Other

Gardens and Lawns ☐ Tenant to Maintain ☐ Landlord To Maintain

Water Rates ☐ Tenant Pays ☐ Owner Pays

Pets Allowed Yes / No Location Water Metre

Smokers Allowed Yes / No _____

Insurance Company / Broker _____

Body corporate Yes / No Please **attach BC Rules**

BC Contact Details

Name _____

Ph _____

Email _____

Tenant / Occupier Name: _____ Phone _____

Current Rent \$ _____ Paid Weekly/2 Weekly / Monthly / Other _____

Keys Supplied Front Door _____ Back _____ Other _____

Please attach the current Tenancy Agreement

Do You Require The Property To Drug Tested Yes / No

Note: A separate Authority is required for this service, please discuss with your manager

1. I/ We Authorize BPM (The Agent) to manage the above property on the terms and conditions set out in this agreement.

2. Terms and Conditions

A. These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the client after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the client. It shall be the clients responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the client, and accordingly any order made by the client after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

B To arrange new tenancies, sign Tenancy Agreements, screen prospective tenants advertise for tenants and select Tenants on my / our behalf, to terminate tenancies, serve notices and do all things necessary to obtain any order for possession or termination and exercise the landlords rights under the Residential tenancy act 1986. To resolve disputes with tenants by negotiation, mediation, Tenancy tribunal.

C. To collect rents from tenants, undertake rent reviews then pay those funds to the owners nominated account less any disbursements. Owners will be paid monthly. To take all reasonable steps to collect outstanding rent and to enforce the conditions of the Tenancy agreement, The agent will use fixed term tenancies when signing agreements with tenants unless advise to the contrary from the owner is given in writing prior to any tenancy agreement being signed between the agent and tenant .

D. To make Inspections at the agreeable periods, The Inspections and reports are intended to provide a "Snapshot" of the tenancy and the various attributes of the property and their state of repair on the date of inspection to better inform the owner as an opinion of the condition of the property. The agent is not and does not intend to act or give advice as a qualified specialist builder, plumber, Electrician or any other specialist tradesman when reporting on the condition of the property or any other attributes. The owner will be referred to specialist tradesman if any physical repairs/maintenance, advice are needed or recommended to be carried out. The agent will not be checking the property complies with any building codes, legislation or bylaws. Any compliance requirements relating to works carried out by sub contractors to the agent will be the responsibility of the sub-contractor. The agent will arrange for repairs and maintenance as approved by the owner.

E. The agent is Authorized to arrange and carry out repairs and maintenance not to exceed \$500 The Agent is authorized to make emergency repairs to maintain essential services or protect the property from further damage without notice to the owner in order to comply with the Residential Tenancy act 1986, and deduct those costs including any commissions from the owners rental account any amounts that are in excess of the rental account will be invoiced to the owner who agrees to pay the agent promptly on demand.

F. All reports and photos written and taken **by** the agent are the property and copyright of the agent and can only be reproduced with the written consent of the agent. Any footage or photos taken **of** the agent whilst undertaking their duties to fulfill this contract can only be shown or reproduced with the written consent of the agent, failure to do so will be a breach allowing damages to be recovered from the client.

G. The owner acknowledges that the agent will collect bond payments and letting fees from the tenant. Letting fees will be no more than 1 weeks rent plus gst pursuant of the Residential Tenancies act 1986

H. The term of this contract is month to month, should any party wish to terminate they must give at least 4 weeks notice in writing to the other. Should a dispute arise between the client and the agent affecting or concerning the safety of the tenant or the tenancy premises then the agent at its discretion has the right to terminate this agreement immediately upon written or verbal notice.

3. Definitions

In these conditions unless the context otherwise requires:

Company means Bray Property Management Ltd

Client or Owner or buyer means the person, or company the company is providing the service too.

Products and/or services mean the products and/or services being purchased by the Buyer / Owner from the Company.

Contract means the contract between the Company and the Client for services rendered and the purchase of the goods.

Contract price means the price of services or goods as agreed between the Client and the Company.

Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

4. Acceptance

If any instruction is received by the Company from the Client for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the client, the terms and conditions are definitive and binding.

A/ The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied.

B/ Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorization form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods or service.

C/ The Client agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.

5. Liability and Indemnity

The Company shall not be liable for any loss of any kind whatsoever suffered by the Owner / Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Owners / Buyer's servants, agents, contractors, visitors, tenants, trespassers or other persons. The agent shall use its best endeavors to ensure continuity of rental and maintenance of the property, but shall not be liable for any default in payment of rent or any damage caused to the property, vacant or occupied by any tenant or otherwise. The Owner / Buyer shall indemnify the Company / agent against any claim / action / costs and expenses of any kind which may be taken or made against the agent or exercise of any powers, duties, or authorities contained in this management authority.

6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

A/ The method of payment will be made by cash, or by cheque, or by direct credit, or by any other method as agreed to between the client and the Company.

B/ Subject to any provision to the contrary in the Contract, payment of invoices are required within 7 days of the date of the invoice, invoices shall be issued promptly prior, on or after delivery of the service.

C/ Late payment shall incur interest at the rate of 10% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date. Any unpaid amounts and recovery charges will be recoverable from the buyer / client.

D/ Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods or services to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

7. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade. The agent under the terms of this agreement agrees to comply with the code of practice for residential property managers and letting agents published by REINZ. The agent reserves the right to amend / alter these terms and conditions by giving no less than 4 weeks notice in writing to the client.

8. Insurance

The client is responsible for all insurances relating to the property. For a competitive quote for Specialist Landlord Cover which is additional to standard house insurance, please ask the agent

9. Reservation of title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

10. Pricing & Charges

Prices noted on this contract are subject to change, the client will be notified of any price alterations prior to any services supplied by the agent or by giving no less than 4 weeks notice of any price / fee alteration.

The client agrees to pay the fees for the services provided for under this agreement which are

A/ Property management fee % _____ + GST on rent Directly Debited from the Owners Rental account

B/ Inspection Fees if any as per quote verbal or written.

C/ Maintenance commission _____ % Charged on any sub-contractors charges. Any administration duties such as paying any rates, insurances, Body Corp fees, and other disbursements as instructed.

D/ Tenancy Tribunal applications at cost, Hearings and mediation \$50 per hour

E/ Client maybe charged for any International telephone and postal charges at cost

Other _____

Signing this agreement confirms your agreement of the terms and conditions outlined herein.

Client Signature:

Date:

BPM Representative Signature:

Date: