



## **TERMS AND CONDITIONS OF ENGAGEMENT – FULL MANAGEMENT PACKAGE (GOLD)**

### **DEFINITIONS**

In these terms and conditions, the following definitions shall have the following meanings:

**Client or Landlord** means the person(s) detailed on the final page

**Agent** means SWR Residential Lettings

### **1. GENERAL AUTHORITY**

The Landlord(s) (and their successor in title) appoints SWR Residential Lettings as an agent to act on their behalf. The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and the freeholder or head leaseholder. We suggest you obtain your mortgagee's permission to let in writing at the earliest date rather than applying for it when a tenant has been found (most mortgages enable a lender to withhold permission without providing a reason). The Landlord authorises the Agent to carry out the various usual duties of tenancy management. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that fees may be charged to either the Landlord or the Tenant for ancillary services (e.g. duplication of keys) and that such fees will include a profit element to cover the Agent's administrative and business costs.

The landlord agrees that he appoints us as his agent in connection with the agent's functions under this agreement and the tenancy agreement to be entered into and authorises us (without any obligation to do so) to enter the premises and take all reasonable steps with regard to our appointment as agent.

### **2. SERVICES**

The full details of each service are included in the pricing structure supplementary to this agreement.

### **3. FEES & CHARGES**

**3.1** The standard fee for the management is taken as a percentage of the gross rent due for the period of the tenancy and set-up fees will be levied at the outset for taking references and arranging the tenancy. The amount charged will be as detailed in appendix I. Where a landlord instigates the Agents services on a Platinum, Silver or Gold package and subsequently requires a bronze package, then the balance of the initial fee will become due at this time. All fees stated are inclusive of VAT and will be deducted from the client's account as they fall due.

**3.2** The total monthly commission amount is payable on the production of each monthly rental statement. For payments of six months in advance or more, commission on the total amount is payable at time of rent transfer.

**3.3** In the case of tenant arrears, the agents monthly commission remains due on all rental income owed.

**3.4** The packages offered by our agency are as follows:

**Bronze Package:** A "let only" charge of 72% including VAT of one months' rent be payable at the commencement of the new tenancy. This charge will be deducted from your initial statement prior to rent transfer. (e.g. If your property achieves a rental of £1000pcm, you will pay a commission of £720 inclusive of VAT)

**Silver Package:** A monthly commission of 12% including VAT of the gross monthly rent is applicable for this package. (e.g. If your property achieves a rental of £1000pcm, you will pay a commission of £120 per month inclusive of VAT).

**Gold Package:** A monthly commission of 14.4% including VAT of the gross monthly rent is applicable for this package. (e.g., If your property achieves a rental of £1000pcm, you will pay a commission of £144 per month inclusive of VAT).

**Platinum Package:** A monthly commission of 18% including VAT of the gross monthly rent is applicable for this package. (e.g., If your property achieves a rental of £1000pcm, you will pay a commission of £168 per month inclusive of VAT).

A full breakdown of what is included in each package is shown in Appendix I. All packages are subject to set up and/or referencing fees.

#### **4. RENT**

Unless otherwise agreed in writing, the rent quoted to a tenant will be inclusive of all outgoings for which you are responsible (i.e., ground rent, services, charges, etc) except for gas, electricity, telephone services, fuel oil where there is an independent oil-fired heating system, water rate or charge where separately charged and the Council Tax.

#### **5. LIABILITY FOR TENANT DEFAULT**

**5.1** Although our aim is to take care in managing the Property according to the terms of our clients' instructions, the Agent has the right to be reimbursed for all expenses and indemnified against all costs, claims and liabilities incurred by the Agent while acting within the scope of this authority.

**5.2** The Agent cannot accept responsibility for non-payment of rent, damage, or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

#### **6. REASONABLE COSTS AND EXPENSES**

**6.1** The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent if they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

**6.2** Where the agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or previous consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract.

**6.3** The reasonable costs of any overseas calls/faxes and redirected mail on behalf of the landlord shall be recoverable.

#### **7. MAINTENANCE**

**7.1** The Landlord agrees to provide the Property in a good and lettable condition and that the property, beds, sofas, and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (Maintenance Repair Limit) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment will incur an additional charge). 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

**7.2** For expenditure more than the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. By law,

it is necessary to carry out an annual gas safety check on any gas appliances and flues to ensure that all gas appliances, flues, and associated pipe work are maintained in a safe condition. The Agent will carry this out on the Landlord's behalf and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

**7.3** Our management will include the non-expert investigation of defects which come to our notice either by the tenant or from our periodic visits. Such visits are merely to ascertain obvious defects and are not intended as detailed structural surveys. We cannot be held liable for hidden or latent defects. SWR Residential Lettings will not be held responsible for any damage to your property when not tenanted including during winter months. Should the property become void/empty our management functions do not extend to supervision of the property when not being let. A weekly caretaking service is available at additional cost. We ask you to be vigilant and aware of potential frost damage during void periods.

**7.4** The agent will not be responsible for any damage caused by the negligence or failure of tradesmen who have been instructed by the landlord. All tradesmen working on the property must present their certification/membership information i.e., Gas Safety Register (if applicable) and insurance documents to the agent prior to work commencing.

**7.5** If requested, we will pay current outgoings such as ground rent, water rates, insurance premiums and any service charges and/or maintenance charges and account to you regularly.

**7.6** The landlord agrees to maintain the property to a good standard of repair throughout the tenancy term whilst occupied by the tenant(s) and to carry out all necessary repairs and maintenance as and when required as stated within the terms and conditions of the tenancy agreement.

**7.7** The landlord agrees that in the absence of a working television aerial the landlord will meet the cost of the professional installation and maintenance in order that the tenant may receive free to view television, provided that the provision is permitted on the property or building and is in accordance with any relevant planning regulations imposed by the local authority.

**7.8** The agent will enter into specific agreements with contractors to ensure a level of service and attitude when working on behalf of the agency, as well as their continued compliance in terms of insurances, registration, and data protection. The agent may require the contractor to pay an administration fee for this agreement.

## **8. OVERSEAS RESIDENTS/HMRC**

**8.1** When letting property and collecting rents for non-UK resident landlords (NRL) i.e., landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive the rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. The Agents registration number for NRL/HMRC is NA 13799.

**8.2** As an agency we are required to advise the HMRC as to whom has obtained income from a rental property through our company on an annual basis and we will therefore share your information as requested by them. We are also required to submit a declaration of taxable income received by non-resident landlords on a quarterly and annual basis. We will share this information with the HMRC as requested.

## **9. COUNCIL TAX**

**9.1** Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

**9.2** Should the fixed term agreement become a Statutory Periodic Tenancy at any point the landlord should be aware that under this agreement they would be liable for council tax should the tenant vacate the property early/without the correct notice. It is for this reason the agent would always recommend a fixed term extension of a Contractual Periodic Tenancy which the agent will provide by standard.

## **10. SERVICES**

**10.1** The Agent will take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas, and water) of these readings and change of occupation. In many cases, the service companies require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g., Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

**10.2** The Agent will move the electricity (and gas, if applicable) supply to a provider of their choice, to facilitate the landlords use of the "void cover" service. This service will pay up to £5 per utility during the void period between tenancies. Any charges above this amount are payable by the landlord.

## **11. INVENTORY**

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this depending on the size of the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware, and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.) and evidence of condition or damage (i.e., photography) will be prepared as required.

## **12. TENANCY AGREEMENT**

**12.1** The Agent will prepare a tenancy agreement in a standard form. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent to complete further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). Whilst every care is taken in preparation and execution of such documents, we cannot accept any responsibility for any errors or omissions. It is your responsibility to check these documents thoroughly before signing.

**12.2** As agent of the landlord if requested the agent can legally bind the principal that is the landlord, by signing the tenancy agreement on his behalf. Should the landlord not wish for the agent to have authorisation to sign the agreement on his behalf he should advise the agent in writing.

## **13. NOTICES**

**13.1** The Agent will, as necessary, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy.

**13.2** Before a tenancy can be legally ended, the landlord or agent shall serve notice(s) on the Tenant in accordance with the provisions of the Housing Act 1988 (1996) & the Deregulation Act 2015. Please note, the Notice must be

served at the correct time prior to the expiry of any fixed term. If the tenancy becomes periodic, the correct amount of notice must be given.

#### **14. TENANCY DEPOSITS**

**14.1** The Agent is a member of the Tenancy Deposit Scheme (TDS) which is administered by the Tenancy Deposit Scheme, PO 1255, Hemel Hempstead, Herts, HP1 9GN.

##### **At the end of any tenancy covered by the Tenancy Deposit Protection Scheme:**

1. If there is no dispute, SWR Residential Lettings will keep any amounts as deductions where expenditure has been incurred on behalf of the landlord or repay the whole or the balance of the deposit according to the conditions of the tenancy agreement with the landlord and the tenant. Payment of the deposit will be made within 10 days of written agreement by the landlord and the tenant.
2. If following notification of a dispute to SWR Residential Lettings and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit, it may be submitted to TDS for adjudication. All parties agree to co-operate with adjudication. Either party may decide to take the dispute to the small claims court rather than TDS.
3. The statutory rights of either the landlord or tenant to take legal action against the other party are not affected.
4. It is not compulsory for the parties to refer a dispute to TDS for adjudication. The parties may seek a decision from the Court. However, this process may take longer and will incur costs. If the parties do agree that TDS may resolve the dispute, then they must abide by that decision.
5. The Agent must co-operate with TDS in the adjudication of the dispute and follow any recommendations of the TDS.
6. Where there are rent arrears, the deposit will in the first instance be used to clear these and any balance will go towards dilapidations.

**14.2** The Agent will hold the deposit in accordance with the Housing Act 2004. Upon signing the tenancy agreement, the Agent will take a dilapidations deposit from the Tenant(s) up to the value of five weeks rent in addition to any rents due. The purpose of the dilapidations deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This Deposit will be forwarded to The Tenancy Deposit Scheme (TDS) within 30 days of receipt. The Agent will supply the tenant within 30 days relevant information required by law with reference to the deposit.

After the termination of the Tenancy the Agent shall use his best endeavours to agree with his tenant what deductions should be made from the deposit and will in any event within 14 days of the termination of the Tenancy notify the Landlord of what sums/issues remain in dispute. The Agent will, as soon as reasonably practicable after such notification, refer the dispute to the Administrator of the Tenancy Deposit Scheme subscribed to who will then determine matters in accordance with the provisions of that scheme. The Landlord agrees to provide such co-operation as is reasonably required to assist in such a referral and the termination of any dispute. This obligation does not in any way limit the Landlord's right to make an application to the County Court where appropriate.

Except with the consent of the Landlord's tenant or where there has been a termination made by the relevant Tenancy Deposit Scheme or by a Court of Law, the Landlord accepts that notwithstanding the terms of his Tenancy Agreement, no deductions will be made from the deposit and that he will not be entitled to claim interest thereon.

#### **15. TENANCY DEPOSIT DISPUTES**

**15.1** The Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the Tenant. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an

alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. The cost for preparing and submitting a claim can be found under Appendix I.

Where there is rent arrears, the deposit will in the first instance be used to clear these and any balance will go towards dilapidations.

**15.2** Should a tenant not respond to communication and neither agree or disagree with a deduction from their deposit it will be necessary for a Statutory Declaration to be applied for and signed by a solicitor. The cost associated with this can be found within Appendix I.

**15.3** The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

## **16. INSPECTIONS**

**16.1** The Agent will normally carry out inspections 4 monthly, with the initial inspection at the start of any tenancy after 3 months. Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e., property being used in a 'tenant-like' manner) and the general condition of the Property. The Agent cannot be held liable for hidden or latent defects. The agent, at these inspections, will also carry out a visual and auditory test of the CO and smoke alarms and a visual check on the number of current occupiers as well as a minor risk assessment to ensure there are no hazards present in line with the Homes (Fitness for Human Habitation) Act 2018.

**16.2** Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values. Lofts will not be accessed during this inspection, should this be required a third-party contractor should be appointed.

**16.3** Should additional visits be requested by the landlord a charge may be payable.

## **17. TERMINATION**

**17.1 Termination of Agency Agreement.** This Agreement may be terminated by either party by way of two months' written notice.

**17.2 Tenancy Agreement.** The Landlord shall provide the Agent with any requirements for the return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire. This may be altered by any new legislation passed through government.

**17.3** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 If you sign this contract away from our SWR Residential Lettings offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our SWR Residential Lettings representative, these Regulations require us to provide you with certain information. The relevant information is included in this document/our terms of business, including but not limited to the nature of our service; our name and trading name; our geographical address; our prices and how to calculate them; the length of the contract and your right to terminate; arrangements for taking commission and fees; our complaint handling policy; the existence of codes of conduct and redress schemes.

**17.4** You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you sign these Terms of Business. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email. If you cancel this contract, we will reimburse to you all payments received from you that are due with consideration to point 17.5. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

**17.5** Under the Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. If you requested to begin the performance of services during the cancellation period, and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

## **18. SOLE LETTING RIGHTS**

**18.1** It is agreed that only the Agent may let the Property. The landlord will be liable to pay charges due if at any time during the Agreement or 6 months thereafter a tenancy is signed with a tenant introduced by the Agent. Charges will be calculated as per this signed Agreement.

**18.2** As an agent we operate on a sole agency basis. Should you employ a different agent after this contract has been signed, we reserve the right to charge an administration charge of £200 including VAT to cover our time and expenses.

## **19. SAFETY REGULATIONS**

**19.1** The letting of property is now closely regulated with respect to consumer safety. The law makes demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations (as amended) apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994 & 2016
- Plugs and Sockets (Safety) Regulations 1994
- Approved Code of Practice L8 & HSE 274
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- The (Homes Fitness for Human Habitation) Act 2019
- Housing Act 2004
- Housing and Planning Act 2016

**19.2** The Landlord confirms that they are aware of these obligations and that the Agent has provided enough information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Full Management (Platinum and Gold) Services, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained and tested during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's reasonable costs incurred including any reasonable expenses or penalties that may be suffered because of non-compliance of the Property.

**19.3** The landlord will fully comply with the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1996; Gas Installation (Safety & Use) Regulations 1996; Electrical Equipment (Safety) Regulations 1994, The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 or amendments that may apply during the period of any

tenancy plus any other regulations not referred to within this agreement or that may apply at any time. We reserve the right to remove any furniture that does not comply and either dispose of it or store it at the Landlord's expense.

**19.4** Under the **Gas Safety (Installation and Use) Regulations 1998**, all gas appliances must be checked by professional tradesmen. The landlord must carry out such tests annually and a copy of the safety record provided to the agent, or they will be carried out by the agent at the landlord's expense prior to the rental of the property and on any other package than Let Only (bronze), on an annual basis thereafter, the costs being deductible from the rent. SWR Residential Lettings will charge an arrangement fee for this service.

**19.5** The **Electrical Equipment (Safety) (Amendment) Regulations 1994** require all electrical appliances to be safe. To ensure safety of all appliances including such items as immersion heaters and electric wall heaters, the agent will arrange a safety check of the appliances prior to the first tenancy and on all packages other than Let Only (bronze), annually thereafter. SWR Residential Lettings will charge an arrangement fee for this service. All appliances must have instruction books left at the property. If instruction books are missing, the agent will attempt to source replacements online.

**19.6** Residential lettings are covered by **Approved Code of Practice L8 and HSE 274**, therefore landlords, property owners and managers must ensure that legionella risk management is carefully managed. To comply with the Health and Safety Executive's code of practice Landlords must carry out a risk assessment at their property. By signing this agreement, you confirm that you have considered all risks regarding Legionnaires Disease. Should you require SWR Residential Lettings to arrange a more in-depth third-party risk assessment prices are stated in Appendix I.

**19.7** The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require landlords to ensure alarms are installed in their properties with effect from 1 October 2015. This includes one smoke alarm on each floor and one carbon monoxide alarm in each room with a solid fuel burning appliance. It is our recommendation to fit a carbon monoxide alarm in each room with a gas boiler or gas appliance. After that the landlord (or someone acting on behalf of the landlord) must ensure all alarms are in working order at the start of each new tenancy. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order. Testing monthly is generally considered an appropriate frequency for alarms. The agent will arrange an annual test of all smoke and CO alarms to ensure their continued operation, as well as a visual and auditory check on each interim inspection. Should a smoke or CO alarm be found to be non-operational, the agent will replace it from stock if possible and charge the landlord accordingly. If not possible to do so (for example in the case of mains alarms) the agent will instruct a contractor to fit a replacement, the cost of which to be taken from the monthly statement.

**19.8** Under the Housing and Planning Act 2016 it is now a legal requirement to complete a DEICR (fixed wire test) (and any following rectification works) within a rental property every five years. The landlord agrees to arrange this or agrees to instruct SWR Residential Lettings to arrange the test and any subsequent remedial works on their behalf. SWR Residential Lettings will charge an arrangement fee for this service.

**19.9** European regulations now apply to the installations of certain blinds/curtains across windows and doors. New blinds and curtains being installed must have fixed cords or ball bearing pulls (and a warning label) to prevent the danger of asphyxiation to a young child. Existing blinds/curtains may need to be fitted with safety measures to ensure compliance and overall safety.

## **20. ENERGY PERFORMANCE CERTIFICATE**

The landlord will fully comply with the **The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007** or amendments that may apply during the period of any tenancy plus any other regulations referred to within this agreement or that may apply at any time. We reserve the right to withdraw our services in respect of any Property that does not comply with Guidance for landlords and Local Authorities on the minimum level of energy efficiency required to let domestic property under the Energy Efficiency (Private Rented



Property) (England and Wales) Regulations 2015 & 2018 'Minimum Level of Energy Efficiency' standard (EPC band E). The agent will arrange for an EPC to be completed should the property require it and will charge an arrangement fee for this service.

## **21. INSTRUCTIONS**

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing (an email is classed as in writing).

## **22. INSURANCE**

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let. Your insurance will be void if your insurers are not aware that the property is being let. The Agent would normally be responsible for the administration of any claims arising during the period of management where the Property is being managed and this would be subject to an additional charge for major works (see Appendix I). The agent will require a copy of insurance documents to hold on file but does not take responsibility for any lapse in cover.

The agent can act as an introducer between the landlord and various insurance brokers. The agent will carry out this work on a commission basis.

## **23. HOUSING BENEFIT**

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit schemes, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the duration of the tenancy and up to six years thereafter, whether the Agent continues to be engaged to let or manage the Property under this Agreement. The landlord should be aware that under the Equality Act 2010 the Landlord or Agent is unable to advertise the property as "Housing Benefit (or other name) not accepted".

## **24. RIGHT TO RENT**

From 1 February 2016, all private landlords in England, including those subletting or taking in lodgers, will have to check applicants for properties have the right to be in the UK before renting out a property. Right to rent is a mandatory requirement introduced in the Immigration Act 2014. As the letting agent, we will carry out the necessary checks to establish a statutory excuse. To establish a statutory excuse to a criminal penalty, right to rent checks on prospective tenants with a limited right to rent must be undertaken and recorded within the 28 days before the tenancy agreement is entered.

There are 3 steps involved in establishing and maintaining a statutory excuse against liability for a Criminal Penalty. Landlords need to be aware that all 3 steps are only included on the Full Management (Gold and Platinum) Packages, and therefore the landlord will be responsible for compliance on the Let Only and Rent Collection (Bronze and Silver) packages for step 1 and 2.

### **1. Conduct an initial right for rent check**

- Establish the adults who will live in the property as their only or main home.
- Obtain original versions of one or more of the acceptable documents for adult occupiers.
- Check the documents in the presence of the holder of the documents
- Make copies of the documents and retain them with a record of the date on which the check is made.
- Obtain government share codes if required

### **2. Conduct follow-up checks**

You are required to conduct follow up checks at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent, and;

### 3. Make a report to the Home Office

Make a report to the Home Office if follow-up checks indicate that an occupier no longer has the right to rent.

## **25. LEGAL PROCEEDINGS**

Any delays of payment or other defaults by the tenant will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord). In that event the Agent is authorised to instruct a solicitor on the Landlord's behalf, the Landlord is responsible for payment of all legal fees and any related costs. Where the landlord has not taken out an insurance policy through the Agent an administration fee will be charged as per Appendix I based on a consultancy hourly rate to liaise with a solicitor. A fee will also be charged for court appearances.

## **26. LETTING ONLY SERVICE**

Where the Landlord does not wish the Agent to undertake Full Management (Platinum or Gold) or Rent Collect (Silver) the Agent can provide a Letting Only Service (Bronze/Do it Yourself). The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Landlord would remain responsible for complying with the Deposit Protection Requirements of the Housing Act 2004 and must provide the Agent with written confirmation of this together with a receipt for the Deposit monies received by the Agent on his behalf. The Landlord remains responsible for complying with all their legal responsibilities throughout the tenancy and ensuring they keep up to date with legislation changes. The Letting Only Service Fee is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

## **27. RENEWALS**

Where, with the consent of the Landlord, the tenancy is renewed or extended to the same tenant (or any person associated with the Tenant) originally introduced by the Agent, the Agent shall prepare the tenancy agreement, if required, for the new or extended tenancy and the terms of this Agreement shall continue until the Tenant leaves. It is agreed that the Agent can sign on the Landlords behalf. A fee is payable for this service and is listed in Appendix I.

## **28. COMPLAINTS**

Where the Landlord is unsatisfied with any service provided by the Agent the Landlord should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which has been provided. The Agent is a member of The Property Ombudsman and where the Landlord is unsatisfied with the way the complaint has been handled, he may refer the matter to the scheme for a further decision. The Agent membership number is L00493.

## **29. KEEPING RECORDS**

The Agent agrees to keep copies of all forms, agreements, and other correspondence in relation to the tenancy for the period of the tenancy and for a year from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

## **30. BANKING ARRANGEMENTS**

**30.1** The landlord agrees to supply the agent with a UK bank account sort code and account number for rent transfer. The agent may send funds to an overseas account by separate arrangement, but a fee may be payable.

**30.2** The landlord agrees to notify the agent immediately of any change in bank details.

### **31. HOUSE OF MULTIPLE OCCUPATION**

**31.1** Under the Management of Houses in Multiple Occupation (England) Regulations 2006 a property with 3 or more occupiers may need to meet certain standards. The landlord is advised to seek further information on this topic. The agent can offer an HMO management service at additional cost.

**31.2 1** The landlord confirms that where a property falls under a licensable House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the landlord has ensured that the property complies with all relevant regulations unless the agent has been employed to do so on behalf of the landlord. Further information can be obtained from your local Housing Authority. The agent can apply for and maintain the HMO licence as a fit and proper person on the landlords' behalf, at additional cost.

### **32. FLAG BOARD**

The Landlord agrees that the agent can place a "To Let" board outside the property once instructions to let have been received. This will be replaced with a "Let by" board when the property has been let. (Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

### **33. MEMBERSHIPS**

The agent is a member of the following:

ARLA Propertymark

The Propertymark Client Money Protection (CMP) Scheme.

The Property Ombudsman Scheme (TPO) membership number L00493

The Bristol Association of Letting and Management agents

The Guild of Lettings and Management

The (custodial) Tenancy Deposit Scheme membership number EW19951

The West of England Rental Standard

The SAFEagent scheme membership number S5574

West of England Rental Standard: Rent with confidence scheme

Trading Standards Approved Code (Chartered Trading Standards Institute)

### **34. ASSIGNMENT**

We reserve the right to assign our rights and/or obligations under this agreement upon giving you three months' written notice.

### **35. METHODS OF COMMUNICATION**

Unless specified otherwise, our primary method of communication with yourself will be via email. If we do not receive a response within a timely fashion or need an immediate response, we will contact you on the numbers you have provided to us (mobile and landline).

### **36. BANKRUPTCY OR LEGAL PROCEEDINGS**

You agree to notify us in writing of any legal proceedings, bankruptcy or insolvency orders made against you if it is likely to affect our business relationship or the property under management.

### **37. DATA PROTECTION**

We may collect some or all of the following personal data. This may vary according to your relationship with us:

Full name/previous names, Spouse/partner details, Next of kin, Telephone contact details, Postal contact details (including previous addresses and forwarding addresses), Email Address/IP address, Personal correspondence with our company, Employment details, Date of birth, Copy of photographic and non-photographic identification documents, Nationality, Mortgage details, Property Insurance details, Bank account details, National Insurance number, Relevant information relating to health and wellbeing provided to our agency, HMRC Tax codes or information, Signature details.

Under the GDPR 2018, we must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests to use it. Your personal data will be used for following purposes:

1. Managing your property and liaising with you about the day to day running of your business.
2. Supplying our services and products to you. Your personal details are required for us to enter into a contract with you.
3. Communicating with you. This may include responding to emails or calls from you.
4. Supplying you with information by email, post, telephone, or text. You may unsubscribe or opt-out at any time by contacting us at [propman@southwestrelo.com](mailto:propman@southwestrelo.com).

With your permission we may also use your personal data for marketing purposes, which may include contacting you by: - Email, telephone, text message, post, newsletter with information, updates, news, and offers on our products and services.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always can opt-out.

We will not keep your personal data for any longer than is necessary considering the reason(s) for which it was first collected. Your personal data will therefore be kept for six years after the close of our business relationship and then securely deleted.

Your attention is drawn to our Privacy Policy which can be found on [www.southwestrelo.com](http://www.southwestrelo.com). The Privacy Policy sets out what information we obtain and how we use it.

**38. DECLARATION**

**The terms and conditions of this Agreement may be varied by either party, but only with two months' prior written notice.**

Landlords Name/s:

Landlord's Current Address:

Landlord's Contact Telephone Number:

Landlord's Contact Email Address:

Other Relevant Contact Details (inc. Joint Landlords):

Property to Let Address:

Agreed percentage (including VAT):

Retained maximum expenditure limit (suggested £250):

**39.1** I/We confirm that I/We are the sole or joint owners of the above property. **Please submit proof of this with the form (Land Registry Title Deed).**

**39.2** I/We confirm our identities are as stated and provide proof with this form. **(One copy of photographic ID, one proof of residency document).**

**39.3** I/We being the sole/joint owners of the above property authorise you to sign the tenancy agreement on my/our behalf:

Yes

No

**39.4** I/We the landlord(s) or authorised representative(s) warrant that I/we have title and power to enter into a tenancy agreement and that all necessary licenses and consents (if any) have been obtained **and attach hereto copies of all necessary consents.** Furthermore, should any necessary documents not be submitted with this instruction form, that I/we will produce such documentation upon demand by the agent within 7 days.

**39.5** I/We hereby authorise the agent to act on my / our behalf in the letting of the property (address as above), during the letting period.

**39.6** I/We confirm that we agree to comply with the attached Terms and Conditions and wish you to undertake the letting as described in these conditions at the fees as described in Appendix I.

**39.7** I/We understand that the fees will be deducted by the Agency from the rental income due to me/us.

**I/WE AGREE TO ALL OF THE TERMS ABOVE.**

**LANDLORD'S SIGNATURE:**

**AGENT SIGNATURE:**

**DATE OF SIGNATURE:**

**DATE OF SIGNATURE:**

## **APPENDIX I**

We offer several different levels of service to meet your individual needs. All our packages can be personalised to suit, so please do not hesitate to speak to us to see if we can create a package that is bespoke to your requirements.

### **TENANT FIND ONLY OPTIONS**

DIY Package: Suitable for the seasoned professional landlord, select which tasks you would like us to carry out on your behalf. **Cost: Detailed below, pick and choose your individual items**

Bronze Package: Otherwise known as “Let Only” this package is suitable for those landlords with the skills and time to manage their own properties but need help to advertise, locate and reference tenants, set up the tenancy agreements correctly and check their tenants in. **Cost: 60% Plus VAT of one months’ rent (72% of one months’ rent including VAT)**

### **PARTIAL MANAGEMENT OPTIONS**

Silver Package: Our “Legal Management” package, otherwise known as “Rent Collection”. Happy to deal with maintenance and regular inspections yourself, but want your legal compliance taken care of? If so, this is the package for you. **Cost: 10% Plus VAT (12% of monthly rent inclusive of VAT)**

### **FULL MANAGEMENT OPTIONS**

Gold Package: The most popular package we offer. A full management option at a reasonable cost, which suits most accidental or small portfolio landlords alike, fully flexible to your needs and the amount of involvement you require. **Cost: 12% Plus VAT (14.4% of monthly rent inclusive of VAT)**

Platinum Package: Our premium top-level package which offers financial security, for the hands-off landlord who wants minimum involvement but total peace of mind. **Cost: 15% Plus VAT (18% of monthly rent including VAT)**

### **PACKAGE PRICING (All prices include VAT)**

#### **DIY PACKAGE**

Professional Valuation **Free of charge**

Full compliance audit of your property and paperwork **£199**

Full compliance audit ((HHSRS/Homes (Fitness for Human Habitation) Act) of your property **£150**

Tenancy set up (Includes professional photography, marketing, viewings, negotiation of terms) **£300**

Tenant Referencing including Right to Rent checks **£40 per person**

Collection and transfer of initial funds **£18**

Provision of Assured Shorthold Tenancy Agreement **£120**

Provision of Guarantor Agreement **£50**

Provision of Pet Addendum **£50**

Provision of Company Let Agreement **£200**

Provision of Resident Landlord Licence **£100**

Electronic Signature of documents **£18**

Amendment to legal documents (per amendment) **£35**

Security deposit protection **£35**

Negotiation of deposit deductions **£36 per hour**

Deposit arbitration **£36 per hour**

Statutory declaration **£60**

Utility transfer **£36**

Full check in with photographic report **£150**  
Rent Guarantee insurance **£200 per annum**  
Eviction insurance **£100 per person per annum**  
Dealing with rental arrears **£36 per hour**  
Resolving breaches of tenancy **£36 per hour**  
Rent review (including service of Section 13 notice) **£150**  
Fixed term contract renewal **£120**  
Deed of surrender and assignment **£150**  
Service of Section 8/21 notice **£150**  
Right to rent check **£36**  
Standalone property inspection with photographic report **£120**  
Full check out with photographic report **£150**  
Any other ad-hoc work relating to the property or tenancy **£36 per hour**

### **BRONZE PACKAGE**

*The following items are included in the bronze package unless a price is noted.*

Professional Valuation  
Full compliance audit of your property and paperwork  
Tenancy set up (Includes professional photography, marketing, viewings, negotiation of terms)  
Tenant Referencing including Right to Rent checks  
Collection and transfer of initial funds  
Provision of Assured Shorthold Tenancy Agreement  
Provision of Guarantor Agreement  
Provision of Pet Addendum  
Provision of Company Let Agreement  
Provision of Resident Landlord Licence  
Electronic Signature of documents  
Amendment to legal documents  
Security deposit protection **£36**  
Negotiation of deposit deductions **£36 per hour**  
Deposit arbitration **£36 per hour**  
Statutory declaration **£60**  
Utility transfer  
Full check in with photographic report  
Rent Guarantee insurance **£200 per annum**  
Eviction insurance **£100 per person per annum**  
Dealing with rental arrears **£36 per hour**  
Resolving breaches of tenancy **£36 per hour**  
Rent review (including service of Section 13 notice) **£150**  
Fixed term contract renewal **£120**  
Deed of surrender and assignment **£150**  
Service of Section 8/21 notice **£150**  
Standalone property inspection with photographic report **£120**  
Full check out with photographic report **£150**  
Any other ad-hoc work relating to the property or tenancy **£36 per hour**

## **SILVER PACKAGE**

*The following items are included on the silver package unless a price is noted.*

Professional Valuation  
Full compliance audit of your property and paperwork  
Tenancy set (Includes professional photography, marketing, viewings, negotiation of terms) **£300**  
Tenant Referencing including Right to Rent checks **£40 per person**  
Collection and transfer of initial funds  
Provision of Assured Shorthold Tenancy Agreement  
Provision of Guarantor Agreement  
Provision of Pet Addendum  
Provision of Company Let Agreement  
Provision of Resident Landlord Licence  
Electronic Signature of documents  
Amendment to legal documents  
Security deposit protection  
Negotiation of deposit deductions  
Deposit arbitration **£36 per hour**  
Statutory declaration **£60**  
Utility transfer  
Full check in with photographic report  
Rent Guarantee insurance **£200 per annum**  
Eviction insurance **£100 per person per annum**  
Dealing with rental arrears  
Resolving breaches of tenancy  
Rent review (including service of Section 13 notice)  
Fixed term contract renewal **£60**  
Deed of surrender and assignment **£120**  
Service of Section 8/21 notice  
Right to rent check  
Standalone property inspection with photographic report **£120**  
Full check out with photographic report **£150**  
Key cutting **£18 + cost of keys**  
Collection of monthly rent with statement of account  
Statement copies sent to nominated accountants/contacts  
Access to the landlord online portal  
Documented service of all compliance related paperwork  
Pre-check in visit if required  
Sourcing of appliance manuals  
Annual rent review  
Administration of tax deductions for landlords not using NRL scheme  
Administration of landlords using NRL scheme



## **GOLD PACKAGE**

*The following items are included on the gold package unless a price is noted.*

Professional Valuation

Full compliance audit of your property and paperwork

Tenancy set up (Includes professional photography, marketing, viewings, negotiation of terms) **£300**

Tenant Referencing including Right to Rent checks **£40 per person**

Collection and transfer of initial funds

Provision of Assured Shorthold Tenancy Agreement

Provision of Guarantor Agreement

Provision of Pet Addendum

Provision of Company Let Agreement

Provision of Resident Landlord Licence

Electronic Signature of documents

Amendment to legal documents

Security deposit protection

Negotiation of deposit deductions

Deposit arbitration **£36 per hour**

Statutory declaration **£60**

Utility transfer

Full check in with photographic report

Rent Guarantee insurance **£200 per annum**

Eviction insurance **£100 per person per annum**

Dealing with rental arrears

Resolving breaches of tenancy

Rent review (including service of Section 13 notice)

Fixed term contract renewal **£60**

Deed of surrender and assignment **£120**

Service of Section 8/21 notice

Right to rent check

Standalone property inspection with photographic report

Full check out with photographic report

Key cutting **Cost of keys**

Collection of monthly rent with statement of account

Statement copies sent to nominated accountants/contacts

Access to the landlord online portal

Documented service of all compliance related paperwork

Pre-check in visit if required

Sourcing of appliance manuals

Annual rent review

Administration of tax deductions for landlords not using NRL scheme

Administration of landlords using NRL scheme

Administration of all compliances and safety testing

Administration of all preventative maintenance

Use of our 24/7 emergency maintenance line

Reactive maintenance

Planned maintenance

4-monthly property inspections with photographic report  
Additional property inspections **£60 per inspection**  
Empty property caretaking **£36 per visit**  
Administration of insurance claims **£36 per hour**  
Administration of major works (Over £1000) **£36 per hour**  
Use of agency equipment (dehumidifiers/radiators/fridges) if required  
Annual tax summary

### **PLATINUM PACKAGE**

*The following items are included on the platinum package unless a price is noted.*

Professional Valuation  
Full compliance audit of your property and paperwork  
Tenancy set up (Includes professional photography, marketing, viewings, negotiation of terms) **£300**  
Tenant Referencing including Right to Rent checks  
Collection and transfer of initial funds  
Provision of Assured Shorthold Tenancy Agreement  
Provision of Guarantor Agreement  
Provision of Pet Addendum  
Provision of Company Let Agreement  
Provision of Resident Landlord Licence  
Electronic Signature of documents  
Amendment to legal documents  
Security deposit protection  
Negotiation of deposit deductions  
Deposit arbitration **£36 per hour**  
Statutory declaration **£60**  
Utility transfer  
Full check in with photographic report  
Rent Guarantee insurance  
Eviction insurance  
Dealing with rental arrears  
Resolving breaches of tenancy  
Rent review (including service of Section 13 notice)  
Fixed term contract renewal **£60**  
Deed of surrender and assignment **£120**  
Service of Section 8/21 notice  
Right to rent check  
Standalone property inspection with photographic report  
Full check out with photographic report  
Key cutting **Cost of keys**  
Collection of monthly rent with statement of account  
Statement copies sent to nominated accountants/contacts  
Access to the landlord online portal  
Documented service of all compliance related paperwork  
Pre-check in visit if required  
Sourcing of appliance manuals  
Annual rent review

Administration of tax deductions for landlords not using NRL scheme  
 Administration of landlords using NRL scheme  
 Administration of all compliances and safety testing  
 Administration of all preventative maintenance  
 Use of our 24/7 emergency maintenance line  
 Reactive and planned maintenance  
 4-monthly property inspections with photographic report  
 Additional property inspections **£60 per inspection**  
 Empty property caretaking **£36 per visit**  
 Administration of insurance claims **£36 per hour**  
 Administration of major works (Over £1000) **£36 per hour**  
 Use of agency equipment (dehumidifiers/radiators/fridges) if required  
 Annual tax summary

### **PROFESSIONAL INVENTORY CHARGES**

	Unfurnished	Furnished
1 Bed	£85	£105
2 Bed	£120	£140
3 Bed	£140	£160
4 Bed	£150	£170
5 Bed +	£170	£190

### **SAFETY TESTING AND COMPLIANCE**

Please note all safety testing and compliance certificates are provided by third party suppliers. SWR charge an arrangement fee for completing these works which has already been included in the quoted prices below.

Energy Performance Certificate	£90
Gas Safety Certificate only	£84
PAT Testing Certificate only	£84
Gas boiler service only	£60
Gas & PAT combined test	£120
Boiler Service during annual safety test	£30
CO & smoke alarm certificate	Included with test
Furniture test	Included with test
Legionella Risk Assessment	£70
Electrical Installation Certificate Report (DEICR)	1-4 Bedrooms £210, 5+ Bedrooms £234

### ADDITIONAL AGENCY SERVICES

Project management of refurbishment/renovation	£36 per hour
Additional hourly rate – Negotiator/Property Manager	£36 per hour
Additional hourly rate – Consultancy	£70 per hour
Completion of accelerated possession forms (Form N5B)	£120 per hour
Court attendance	£120 per hour + travel expenses

### HOUSE OF MULTIPLE OCCUPANCY MANAGEMENT (HMO)

Preparation and Licence Application <ul style="list-style-type: none"> <li>- HMO Licensing Preparation Check</li> <li>- Administration of any additional safety testing required</li> <li>- Administration of any additional maintenance required</li> <li>- Meeting with council compliance officer if required</li> <li>- Licence Application in name of landlord</li> </ul>	£300
Renewal of Licence Application	£180
Fire Risk Assessment (outsourced)	By quote
Fire Blanket Installation	By quote/dependent on requirements
Mains Smoke Alarm System Installation (outsourced)	By quote / dependent on requirements
<b>Council</b> Licence: New application- Bristol	Total: £1255 <ul style="list-style-type: none"> <li>• £414 prior to application</li> <li>• £841 upon successful application</li> </ul> <b>DISCOUNT: £200 on second payment</b>
<b>Council</b> Licence Cost: 5-year renewal - Bristol	Total: £1055 <ul style="list-style-type: none"> <li>• £348 prior to application</li> <li>• £707 upon successful application</li> </ul> <b>DISCOUNT: £200 on second payment</b>
<b>Council</b> Licence: New application (up to 5 units) – South Gloucestershire	£656.00
Each additional Unit	£35
Fit and proper person check	£35
HMO Monthly Management Charge <ul style="list-style-type: none"> <li>- One monthly fire safety visit</li> <li>- Managing licence requirements on your behalf</li> </ul>	£72