

ROBSON CARTER ESTATE AGENCY TERMS OF BUSINESS

Table of Content

Letting and Full Management Terms of Business

Key features of Let Only Service

Our Fees for Tenant finding only service (No Maintenance)

Key Features of Tenant finding service and Full Management

Our fees for Letting and Property Management service

Taxation

Fire Regulations

Electrical Safety 1994

Gas Regulations

Tenancy Deposit

Insurance

Some final points

Our Terms and Conditions

Data Protection Act

Acceptance of Terms and Conditions

Letting and Full Management Terms of Business This contract sets out the agreement between you the Landlord and us, RobsonCarter, the agent for the services offered. We aim to explain the letting and management process and legal requirements in a simple and clear way. Where we have failed to do this please do not hesitate to ask us for clarification. We have managed our property portfolio in Saltburn and Whitby for the past 6 years and will help you with the benefit of that experience. **Key features of Let Only Service We will:-**

1. Visit your property with you and advise you on condition and furnishings and then on a feasible rental for the property, and answer any questions you may have. Please be aware that the fresher the paint and the brighter and cleaner the property is, the easier it will be to let.
2. Advertise your property on our website and the Right Move website. Newspaper advertising can be done at an additional and agreed cost. A RobsonCarter To Let board will be placed at the property where the management allows.
3. Do accompanied viewings with prospective tenants. We will require 2 sets of keys, one to give to the tenant and one for RobsonCarter to hold in safekeeping.

4. Check suitability of tenant by taking references and doing a credit check with a special credit referencing agency. We still cannot guarantee any tenants long term worthiness. However we will manage any late rental payment and take appropriate legal action where required, to recover lost rent or the property and keep you informed.

5. Use our standard Assured Shorthold Tenancy Agreement. This is usually a 6 (six) month agreement after which the agreement becomes a periodic tenancy allowing the tenant to give one month's notice and the Landlord 2 months. A 12 month contract can be negotiated. Prepare an inventory as well as take pictures of the property and forward those to the Landlord.

6. Notify all utility companies and the local council tax department of tenant details, take appropriate meter readings and inform tenant of their obligations

7. We can arrange to carry out gas inspections and EPCs where needed. The cost will be billed to the landlord.

8. Collect rent from your tenant and will transfer that rent less our agreed fees to your nominated account within 10 working days of receipt

9. The bond will be forwarded to the Landlord and it will be the Landlord's responsibility to lodge the bond with an approved agency.

10. It is the Landlord's responsibility to ensure that a valid gas certificate and EPC is in place and that your tenant(s) has/have a copy. GSC can be arranged via RobsonCarter if required.

11. Give you feedback as required.

Our Fees for Tenant finding only service (No Maintenance) a minimum fee of £250. This covers web advertising, brochures, printing, To Let board and photographs. The fee is taken from the first month's rent and the balance then sent to the landlord.

Key Features of Tenant finding service and Full Management We will:-

1. Visit your property with you and advise you on condition and furnishings and then on a feasible rental for the property, and answer any questions you may have. Please be aware that the fresher the paint and the brighter and cleaner the property is, the easier it will be To Let.

2. Advertise your property on our website and the Rightmove website. Newspaper advertising can be done at an additional and agreed cost. A RobsonCarter To Let board will be placed at the property where the management allows.

3. Do accompanied viewings with prospective tenants.

4. Check suitability of tenant by taking references and doing a credit check with a special credit referencing agency. We still cannot guarantee any tenants long term worthiness. However we will manage any late rental payment and take appropriate legal action where required, to recover lost rent or the property and keep you informed.

5. Use our standard Assured Shorthold Tenancy Agreement. This is usually a 6 (six) month agreement after which the agreement becomes a periodic tenancy allowing the tenant to give one month's notice and the Landlord 2 months. A 12 month contract can be negotiated. Prepare an inventory as well as take pictures of the property and file those.

6. Notify all utility companies and the local council tax department of tenant details, take appropriate meter readings and inform tenant of their obligations.

7. We can arrange to carry out gas inspections and EPCs where needed. This will be billed to the landlord.

8. Collect rent from your tenant and will transfer that rent less our agreed fees to your nominated account within 10 working days of receipt

9. Collect the agreed bond from your tenant and then lodge that bond with the Deposit Protection Service.

At the end of the tenancy we will:

10. Inspect the property and administer the retrieval of the bond allocating agreed amounts to tenant and or to the Managing Agent where works are required. Note that all monies dealt with by RobsonCarter which is rightly tenant or Landlord monies will be placed in a Client Account. No interest will be paid to either tenant or Landlord.

11. Visit the property, giving the tenant 24 notice, to inspect the condition and take necessary action as agreed with you.

12. Manage your property and arrange for any repairs, cleaning or maintenance to be carried out, to an agreed limit with you usually £250. We will waive this clause in the event of an emergency and take what ever action we see as appropriate. We will carry out inspections of your property after 4 weeks and then every 6 months thereafter.

13. Send you monthly Statement of Account and Payment Advices which will reflect all activity on your account showing the rent amount received, less our fees and balance transferred to your account.

Our fees for Letting and Property Management service Our management fee is 10% of the monthly rent. Where any maintenance work is carried out and the cost is in excess of £999.00 we will charge a fee not above 5% of the total invoice price. This fee is deducted from the monthly rental income and then the balance is transferred to you. An administration fee of £250 will also be deducted from the first month's rent. This covers all visits to the property, dealing with client and Tenant queries, advertising, brochures, printing, To Let board and photographs and doing all work associated with starting and securing the tenancy as outlined in the key features. This fee will be charged on every re-let. Paper advertising is by separate arrangement. No fees are refundable.

Taxation You have a liability to pay tax on any profit made from letting your property and need to keep records of any income and expenses. We can offer help on setting up record keeping systems or please take advice from a Chartered accountant. If you are considered by HM Revenue and Customs to be a non UK resident then RobsonCarter have the responsibility to deduct income tax at the basic rate from the rental income and to pay this quarterly to HM Revenue and Customs. If you have an exemption certificate then please supply a copy to us and rents will be paid without tax deductions.

Fire Regulations

The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (amended 1989 & 1993) (Consumer Protection Act 1987)

The Regulations come into force on: 1st March 1993 for new lettings. Landlords and letting agents are also included under the scope of the Regulations. The Amendment Regulations introduced in 1993 draw specific attention to the responsibilities of letting agents and those engaged in the 'letting of accommodation'. The Regulations refer to the 'supply' of furniture and furnishings and it has been established that in many cases, a letting agent or commercial landlord is deemed to be 'supplying in the course of business' when these types of items are included within a property. The bulk of the regulations deal with the duties of manufacturers. However, in the case of letting agents or landlord letting in the course of business, the furniture 'supplied' will invariably be second-hand and in many cases was manufactured and purchased prior to 1989. Effective 1st March 1993, landlords letting residential property will be expected to ensure that any soft furniture complies with the regulations. The regulations apply to:

Beds, headboards of beds and mattresses

Sofa-beds, futons and other convertibles

Nursery furniture

Garden furniture which is suitable for use in dwelling

Scatter cushions and seat pads

Pillows

Loose and stretch covers for furniture

Extra or replacement furniture purchased for rented accommodation

The regulations do not apply to:

Antique furniture or any furniture made before 1950

Bed-clothes (including duvets)

Loose covers for mattresses

Pillowcases

Curtains

Carpets

Sleeping bags

Electrical Safety 1994

Key Points

If you let property in England & Wales you must ensure that electrical equipment and system is safe.

The electrical safety regulations are enforced by the Health & Safety Executive.

There is currently **no** statutory requirement to have annual safety checks on electrical equipment as there is with gas, but it is advisable to do so.

You should ensure that tenants are given copies of operating and safety instructions for ALL equipment in the premises.

There is **no** statutory obligation on landlords or agents to have professional checks carried out on the electrical system or appliances. However, under the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc. (Safety) Regulations 1994, both of which come under the Consumer Protection Act 1987, there is an obligation to ensure that all electrical equipment is safe.

If you let property you must ensure that the electrical system and all appliances supplied are safe - failure to comply with the Electrical Equipment (Safety) Regulations 1994 and the Consumer Protection Act 1987 is a criminal offence and may result in:

These regulations are enforced by the Health & Safety Executive.

Make sure appliances supplied are complete and in working order - keep purchase receipts.

Pay particular attention to second hand equipment - always have these items checked.

Ensure that operating instructions and safety warning notices are supplied with the appliances.

Ensure that flexes are in good order and properly attached to appliances and plugs.

Ensure that earth tags are in place.

Ensure that plugs are of an approved type with sleeved live and neutral pins.

Ensure that plugs and sockets conform to BS1363 or BS1363/A for heavy duty uses.

Ensure that all fuses are of the correct type and rating.

Make sure that tenants know the location of and have access to the main consumer unit, fuses and isolator switch.

Make a note of all fuse ratings on the inventory.

If you are in any doubt about the wiring or the safety of any appliances consult a qualified electrician.

Gas Regulations What type of property is covered? Essentially any lease under seven years is covered. You are required to: ensure gas fittings and flues are maintained in a safe condition. Appliances should be serviced in accordance with the manufacturer's instructions. If these are not available it is recommended that they are serviced annually unless advised otherwise by a GAS SAFE-registered installer. Ensure an annual safety check is carried out on each gas appliance/flue.

Before any new lease starts, you must make sure that these checks have been carried out within one year before the start of the lease date, unless the appliances in the property have been installed for less than 12 months, in which case they should be checked within 12 months of their installation date.

The Tenancy Deposit RobsonCarter are members of the- **The Deposit Protection Service** The Pavilions Bridgwater Road Bristol BS99 6AA

Or email: enquiries@depositprotection.com We will lodge the deposit with the DPS within 14 days of receipt. If the Landlord wishes to place the deposit in an alternative scheme then we will transfer it you within 5 days and you need to lodge it within 9 days. It is a legal requirement that you do this.

Insurance Rent Guarantee Insurance– rent arrears for up to 12 months (excluding the first month) or up to vacant possession can be obtained. We strongly advise that you read the Insurers Terms and Conditions. Contents Insurance – You should insure any of your possessions such as fridge or cooker or any item left in the property. It is up to the tenant to insure their own belongings. Buildings Insurance – ensure that your buildings insurance policy is up to date and relevant. You are responsible for insuring the building but not the tenant’s possessions.

Some final points Can you let your property, is it mortgaged or free hold. Contact your lender and insurers for advice. You can get your property back after the statutory period (usually 6 months) by giving the tenant 6 months notice which must be given between rent dates. The tenant has the right to Quiet Enjoyment; the right of quiet enjoyment is the right of a tenant to enjoy a rented property without intrusion or disturbance by the landlord. Repairs will be your responsibility although the tenant has obligations to keep the property clean and tidy. Are there any positive or restrictive covenants or easements that we should know about?

Our Terms and Conditions All Client money will be held in a Client account at Barclays. By signing this agreement the Landlord waives the right to earn any interest received on this account. The money in this account will never be used by RobsonCarter for any trading activities. However, you hereby authorise RobsonCarter to draw money from the Client account to cover our agreed fees and or disbursements, if it is our own money used to open the account, for payment to a client or authorised payment on behalf of a client or if it was paid by mistake. The period of the signed contract will be for the full duration of the agreed tenancy. However, if The Landlord fails or refuses to comply with legal and other requirements of the terms of business, we retain the right to terminate the contract. Tenants will be charged a once only administration fee. Where any legal action is required to deal with a tenant situation, the Landlord will be responsible for all fees and costs.

Data Protection Act RobsonCarter will keep your details on our computer database. We work to codes of Good Practice and will always protect your information and not disclose any personal details to any party outside of RobsonCarter.

Acceptance of Terms and Conditions

Owner(s) names

Correspondence address:

Tel: Mobile:

e-mail:

I/we the undersigned confirm that: I/we legally own the property and that if mortgaged, the lender is aware of the let. If leasehold, you have the necessary permissions. I/we authorise RobsonCarter to carry out any actions in connection with letting the property and in the case of full management, to carry out any actions as required in accordance with the key features to this contract. My/our insurance company is aware of the let. I/we are in receipt and have read the guidelines on the Gas Safety Regulations 1994 (as amended) and the Electrical regulation 1994 Furniture and Furnishings (fire) (Safety) Regulations 1994 (as amended) and will comply with these Regulations.

NB Simply signing the confirmation does not release you of your legal obligation and records of inspections should be kept as they may be required in the event of an incident RobsonCarter will be in no way liable for any faulty gas or electrical items signed as having been checked by the Landlord(s) This contract between the undersigned parties will last for the duration of the Tenancy of the Landlord’s property and is renewable by negotiation at the end of the term.

SignedDate..... For RobsonCarter

Please indicate which service you require by ticking the appropriate box

Find only

Full management