

Terms of Business for Lettings



Service Summary

Service Comparison	Marketing Only Service Bronze	Standard Letting Service 10% (12% Inc. VAT) Silver	Full Management Service 13% (15.6% Inc. VAT) Gold
Digital and Personal Marketing	✓	✓	✓
Accompanied Viewings	✓	✓	✓
Tenant Referencing		✓	✓
Pre-tenancy documentation, including right to rent check		✓	✓
Check-in appointment, smoke and carbon monoxide alarm checks		✓	✓
Rent review and negotiations		✓	✓
Rent collection, statements and arrears management		✓	✓
Rent guarantee Scheme			✓
Dedicated Property Manager & access to specialist advice			✓
24 hour repair support			✓
Management of routine repairs and maintenance			✓
Access to fully qualified, insured and vetted contractor panel			✓
Payment of property related invoices on your behalf*			✓
Property refurbishment advice			✓
Manage annual & periodic safety inspections			✓
Mid term property visit			✓
Negotiation regarding claims on the tenant's deposit			✓
Liaison and processing of deposit dispute resolutions			✓

*Excluding mortgage and/or loan repayments

Our Services

Peace of mind through professionalism

We are dedicated to ensuring that both landlord and tenant receive a quality service.

We are members of ARLA Propertymark with many of our staff having obtained their professional qualifications. RICS provides Client Money Protection (CMP) which ensures that landlord and tenant monies are protected.

Redress is provided by The Property Ombudsman.

Bronze- Marketing Only Service

Designed primarily for professional / institutional landlords, this light service offering allows landlords to benefit from our comprehensive marketing offering. Once an offer has been received the landlord takes over all aspects of confirming the tenancy; collecting funds and management of the property.

Silver- Standard Letting Service (Including rent collection)

A service for those landlords with the time and expertise to manage maintenance queries from their tenants and handle deposit allocations and disputes at the end of the tenancy.

Marketing the property

A comprehensive marketing strategy is essential in helping to ensure a property reaches a pool of quality tenants and therefore lets at the rent acceptable to the landlord as quickly as possible. Landlords benefit from an industry leading marketing package which generally includes property featured on two major online portals; access to our comprehensive network of offices; a list of qualified potential tenants; quality photographs; To Let Board and local advertising in selected locations.

Preparing the property for marketing

Before the Tenant moves in, you must comply with the legal requirements outlined in Landlord's Legal Obligations.

Once a Tenant has been found following our comprehensive marketing of the property we will negotiate the terms of the tenancy and, subject to the use of our tenancy documentation, confirm the terms of the tenancy in writing for signature by both landlord and tenant. We handle arrangements for the tenant's security solution against damage/rent arrears, be this by way of a cash deposit or a deposit replacement solution.

Selecting the right tenant

Finding a Tenant who will look after the property and pay rent on time are key requirements for most landlords. We ensure tenants are vetted to help build a picture of their financial status and ability to meet regular rental payments. A report is provided for your consideration prior to signing the Tenancy Agreement.

As detailed in Landlord's Legal Obligations you are under a legal obligation to ensure your Tenant has the legal right to rent in England and Wales. We can assist you in achieving compliance by obtaining copies of the required passport and visa documents and undertaking a number of checks.

Negotiating the terms of the tenancy

Key to a successful tenancy is ensuring that both landlord and tenant are clear on what has been agreed and their responsibilities.

Our staff are all trained to negotiate the terms and

conditions of a tenancy. They help ensure that negotiations are confirmed and understood by both parties prior to proceeding to sign the Tenancy Agreement. Our Tenancy Agreement is available as an additional service.

Confirming the tenancy

Once both landlord and tenant have agreed the terms of the proposed tenancy then, subject to the landlord's instructions, a Tenancy Agreement is prepared which reflects the terms agreed. Additional fee applies, see section Our Fees. Where necessary this includes bespoke clauses to confirm details relevant to the tenancy at hand e.g. Provision of additional furniture as a condition of the tenancy.

Protecting the landlord against any breach by the tenant is an important consideration. This can be facilitated by way of the holding and protecting of a cash deposit from the tenant or the provision of a deposit replacement product.

At the start of the tenancy

A tenancy which gets off to a good start is far more likely to run safely and smoothly through its duration. We arrange for the collection of initial monies; serve the How to Rent Guide; test smoke detectors and carbon monoxide alarms and, for an additional fee, carry out a check of the inventory+ and complete the Tenancy Agreement.

+ A quality inventory coupled with written records of the property's condition at the start and end of the tenancy are key components to a landlord being able to make a claim against the tenant for any damage caused during the tenancy. These visits must not be relied upon to identify any structural defects and they do not include lofts, cellars or locked rooms.

Landlords opting for our Standard Letting Service also benefit from rent collection. With us collecting rent on their behalf they are freed from the requirement to continually check that rent has been received in accordance with the terms of the Tenancy Agreement. When rent is late we employ a strict arrears protocol to ensure that rent is chased and the landlord updated. Our records of these efforts are essential should the landlord need to pursue the tenant in the Courts.

Rent collection, statements and arrears management

Rent received from the tenant is promptly transferred to the landlord. Regular statements are provided enabling the landlord to clearly see what monies have been received and expended.

On the rare occasion that a tenant fails to make rental payments, we ensure that arrears are chased promptly. Records are retained to help with possession/ arrears proceedings. Where any overpayment of rent has been made to you, we reserve the right to refund any overpayment from monies held on your behalf.

A range of additional taxation services are also available, including help for landlords based overseas as they are required to obtain consent for us to pay them rent gross of tax.

Exclusive Tax Service - A consolidated summary of property related income and expenditure covering the previous financial year; Providing HMRC with details of gross Rental income received by Landlords (when requested by them); Liaising with Your accountant (at Your request) to assist in completing Your annual Tax return.

If You are residing outside the UK for six months or more in any financial year then this service also includes: Issuing the relevant NRL application form to enable You to apply for approval to receive Your Rent without Tax deductions; Making Tax payments to HMRC quarterly, on Your behalf, where You do not have an Approval number, Issuing You with a certificate of Tax paid where We have deducted Tax from Your Rent and paid it to HMRC on Your behalf; Providing HMRC with details of annual gross Rental income and annual Tax paid. Additional fee applies, see section Our Fees.

Renewal and Termination

We understand the importance of a landlord's rental investment and in particular the need to make plans around regular rental income and obtaining vacant possession at the end of the tenancy.

As the end of the initial fixed term approaches we contact the landlord to establish their intentions. If happy for the tenancy to continue then subject to tenant agreeing, we negotiate the terms of the renewal and ensure that everything is confirmed in writing. Additional fee applies, see section Our Fees.

Where possession is required we can arrange for service of the required Notice(s).

Re-marketing

When the property returns to the market at the end of the tenancy we can advise on rental value together with improvements required to maximize the achievable rent and to keep empty periods to a minimum.

Gold- Full Management Service

Please note all the above service offerings are included in our Full Management Service.

Our Full Management Service is a comprehensive letting and management solution for Landlords requiring administration, guidance and help in meeting the day to day legal, safety and maintenance requirements associated with letting a property. They enjoy peace of mind, safe in the knowledge that their property has been safely let and managed from the moment it reaches the market until the formulation of any claim against the tenant for damage at the end of the tenancy is concluded.

In the event of your tenancy beginning with an up front payment for the full term, we maintain a minimum working float of £350 in order to meet day to day repairs.

Managing the property

Our Full Management Service benefits those landlords without the time and resource to deal with routine requests from their tenant.

Opting for this service also buys considerable peace of mind through knowing that someone is on hand to help ensure the tenancy runs safely, smoothly and compliantly.

Tenants are increasingly stipulating that their home is professionally managed as they seek assurance that repairs and maintenance will be dealt with quickly and efficiently.

Tenants can report maintenance issues 24/7, 365 days a year. Repairs are undertaken on the landlord's behalf using a pool of qualified, vetted and insured contractors.

Our Full Management Service also includes negotiations at the end of the tenancy around any claim the landlord wishes to make against the tenant for damages caused whilst living at the property.

For added peace of mind our Full Management Service includes one property visit per annum and at the Landlords request we are able to undertake additional property visits. These are followed up with a written report to the landlord. Additional fee applies, see section Our Fees.

Landlord Regulation Checks

Where we collect rent on the Landlord's behalf we are able to assist the Landlord with various compliance requirements which include Deposit Protection, Deposit Replacement Services, Legislative Horizon Scanning and service of Notices. We require at least 7 working days for serving notices.

Rent & Legal Protection Insurance

Where we collect rent on the Landlord's behalf it is possible for them to opt for a comprehensive Rent & Legal Protection Policy (RLP). No matter how stringent the pre tenancy checks that are undertaken on a prospective tenant, there will always be a small number of tenants who fail to pay their rent.

RLP protects landlords by covering rental payments together with the legal costs associated with obtaining possession of the property.

Please ask for details of the exact level of cover.

Additional Services

A number of additional services are available which include:

Property Preparation Service - includes organising quotes and/or instructing works on your behalf, which may be required prior to the commencement of the Tenancy.

This may include removal of furniture, disposal of rubbish, cleaning etc.

Non-routine maintenance - this would include works over £350 such as roofing, replacement boilers, re-decoration.

Additional Annual HMRC Reporting - any reporting to HMRC not included in the Exclusive Tax Service.

Mid Term Deposit Transfer

With the permission of the Tenant, transferring the deposit to an alternative scheme.

Landlord's Legal Obligations

This section sets out some of the legal obligations that you must comply with as a landlord. These are only some of the key legal obligations that you must comply with, and your obligations will update from time to time as the law changes. This list is not intended to be comprehensive and if you have any questions or concerns you should seek independent advice, or visit <https://www.gov.uk/renting-out-a-property>.

Energy Performance Certificate

As from 1st April 2018 any property rented out is normally required to have a minimum Energy Performance Certificate (EPC) rating of E. There is a PRS Exemptions Register for properties which cannot be improved to meet the minimum standard of EPC Band E.

Landlords are required to ensure their tenant is provided with a copy of the EPC prior to commencement of the tenancy.

The EPC rating must also be included in advertising and marketing material.

Right to Rent

Landlords in England have a legal obligation to ensure that their tenant and any permitted occupants living at the property have the right to remain in the UK prior to the commencement of the Tenancy. Where a time limited right has been established then follow up checks are required.

It is unlawful discrimination to restrict a tenancy length or refuse to grant a tenancy based on the Right to Rent checks, except where some or all of the Tenants or Occupants have failed the checks. For more information visit

<https://www.gov.uk/government/collections/landlords-immigration-right-to-rent-checks>.

The rules do not currently apply in Wales, Scotland and Northern Ireland.

Tenant Deposit Protection

When a Tenant pays a cash deposit, it must be protected using one of three government approved schemes, within 30 days of receipt.

Protection is afforded either through passing the deposit to the scheme for safe keeping or by way of an insurance policy when an approved agent retains it in their client bank account.

Local Authority Licensing (Houses in Multiple Occupation)

Based on the type of property; location; occupancy and the policy applied by the Local Authority in which the property is located a licence may be required. It is important that landlords are familiar with the requirements in their area and how these might apply to a proposed tenancy.

Landlords in Wales are under a legal obligation to register with Rent Smart Wales. Those managing the property themselves are also required to obtain a licence in order to let the property legally.

Gas Safety Regulations

Landlords are required to have an annual gas safety check carried out on all gas appliances (including flues) provided by them for use by the tenant. Checks must be performed by a Gas Safe Registered Engineer and a copy of the certificate must be given to the Tenant at the start of the Tenancy.

Smoke and Carbon Monoxide Alarms

At least one smoke detector must be installed on each floor of the property classed as living accommodation including

bathrooms. A carbon monoxide alarm must be fitted in any room which is used as living accommodation and contains a solid fuel burning combustion appliance.

The Alarms must be installed and working at the commencement of the Tenancy Agreement.

The Alarms 'test button' must be operated on the day the tenancy commences to demonstrate that it has power. Landlords should note that all alarms, including those wired into the mains supply, have a limited lifespan of between five and ten years. Replacement dates are usually printed on the alarm but are not always visible without detaching it. If a landlord is unsure of the age of an alarm then an electrician should be instructed to either establish the replacement date for future reference or replace it.

Electrical Safety

Landlords are required to ensure that all electrical installations; systems and appliances are safe to use. Whilst there is currently no regulatory requirement to confirm safety through testing and the issuing of certification we recommend that landlords have an annual Portable Appliance Test and an Electrical Installation Condition Report every five years.

Furnishing

Landlords must ensure that all upholstered furniture provided meets set levels of fire resistance. Labelling attached to all new upholstered furniture indicates the level of fire resistance.

Separate European Standards for Safety deal with internal window blinds/ shutters and the danger posed by cords and chains to babies and young children.

Water & Bacterial Control

Landlords are required to ensure risk from exposure to legionella in water systems is properly controlled. Properties that remain empty, particularly during the warmer months, and those with open cold water tanks and swimming pools/ hot tubs are particularly at risk.

Undertaking a risk assessment prior to commencement of a tenancy is recommended.

Heating and Hot Water

The Heat Network (Metering and Billing) (Amendment) Regulations 2015 applies to landlords of shared accommodation who charge for the supply of heating, air conditioning or hot water. The regulations apply to:

- a) District heat networks involving the distribution of heat, hot water or chilled liquids from a central source to multiple buildings or sites; and
- b) Communal heating systems, involving the supply of heat, hot water or chilled liquids from a central source in a single building to more than one 'final customer'. A user is considered a final customer where they occupy a partitioned private space intended to be used as a domestic dwelling.

If your property meets these criteria you must provide information to the National Measurement Office including the number and type of buildings supplied by the heating system, and the number of final customers. Landlords must also ensure that meters are installed in the property to measure the consumption of heat, cooling or hot water by each final customer. The regulations do not apply to houses in multiple occupation ("HMO").

General

Prior to entering into a tenancy agreement, Landlords must obtain any necessary consents, including from joint owners or mortgage lenders. Where the property is leasehold this includes any consents required from the immediate landlord and, if necessary, any superior landlord or freehold owner.

Landlords should also ensure they have appropriate buildings and contents insurance in place. Generally, a normal residential building insurance policy will not cover rental properties, so cover specifically designed for landlords is necessary. Failure to obtain appropriate cover means that you may be liable to cover the repair or rebuild costs if your property is damaged or destroyed.

Our Fees

Gold- Full Management fees (Includes Rent Guarantee)..... 13% (15.6% Inc. VAT)

Subject to a £500 (£600 Inc. VAT) minimum fee per tenancy, per year.

Silver- Standard Letting Service fees 10% (12% Inc. VAT)

Subject to a £600 (£720 Inc. VAT) minimum fee per tenancy, per year.

(Inc. rent collection)

Exclusive Tax Service fee.....£65 (£78 Inc. VAT)

Bronze- Marketing Only Service fee £ 395 (£474incVAT)

Subject to a £400 (£480 Inc. VAT) minimum fee

Recommended additional services

Tenancy Agreement fee.....£250 (£300 Inc VAT)

Rent guarantee Scheme..... 2% (2.4% Inc. VAT) (Free with Gold)

(Only available for services where rent is collected by Us)

Tenancy Extension/ Renewal Service fee £125 (£150 Inc. VAT)

Inventory Preparation fee..... £100 (£120 inc VAT)

Inventory Check Out fee £70 (£84 inc vat)

Other additional services

(Only Available for Full Management and Standard Letting Services)

Additional Property Visits (Per Visit) fee £55 (£66 Inc VAT)

Arranging non routine maintenance fee (as required) 10% (12% Inc. VAT)
of net cost of works

Formulating Deposit Adjudication Claim fee..... £50 (£60 Inc. VAT)

Right to Rent Re-Checks fee.....£100 (£120 Inc. VAT)

Additional Annual HMRC Reporting fee £15 (£18 Inc. VAT)

Attending Legal Proceedings (Per Hour plus travel) fees £200 (£240 Inc. VAT)

Deposit Transfer /Mid Term Transfer fee£100 (£120 Inc. VAT)

Safety and Compliance documents additional services

Energy Performance Certificate fee £70 (£84 inc VAT)

Gas Safety Record fee Subject to Quotation

Portable Appliance Test fee..... Subject to Quotation

Periodic Electrical Inspection fee Subject to Quotation

Legionella Risk Assessment fee Subject to Quotation

Landlord's Details

Full address of property to be Let

.....

Landlord(s) full name(s) (As per the Title Deeds of the property)

.....

Correspondence Address (if overseas please include an address in England & Wales if You have one as this is a legal requirement)

.....

Post Code

Preferred Contact No

Details

Secondary Contact No

Details

Preferred Email Address

Secondary Email Address

Bank:

Sort Code:

Account Number:

Account Name:

Insurance:.....

Buildings Provider: Expiry date:

Contents Provider: Expiry date:

Head Lease Details/Contact Information

Block Managing Agent Details/Contact Information

Restrictions Pets Smokers Sharers

Additional restrictions:

Mortgage Company:

Insurance Company:

Head Lease:

Our Service Levels & Commission Fees Summary (Please select the service your require)

Gold- Full Management Service@13% (15.6% Inc.VAT)*...

Silver- Standard Letting Service@ 10% (12% Inc.VAT)*...

Opt out of Rental Collection (commission fee payable in advance no discount will be provided)

Bronze- Marketing Only Service£395(£474IncVAT)

Rent Guarantee Scheme.....@ 2% (2.4% Inc. VAT)

Sole Agency.....

Inventory Preparation Fee.....	£	Inc. VAT	<input type="checkbox"/>
Inventory Check in Fee.....	£	Inc. VAT	<input type="checkbox"/>
Inventory Check Out Fee.....	£	Inc. VAT	<input type="checkbox"/>
Additional Annual HMRC Reporting Fee.....	£15	(£18Inc.VAT).....	<input type="checkbox"/>
Energy Performance Certificate Fee.....	£	Inc. VAT	<input type="checkbox"/>
Gas Safety Record Fee.....	£	Inc. VAT	<input type="checkbox"/>
Portable Appliance Test Fee.....	£	Inc. VAT	<input type="checkbox"/>
Periodic Electrical Inspection Fee.....	£	Inc. VAT	<input type="checkbox"/>
Legionella Risk Assessment Fee.....	£	Inc. VAT	<input type="checkbox"/>
Additional Property Visits.....	£	Inc. VAT	<input type="checkbox"/>
Formulating Deposit Adjudication Claim fee.....	£50	(£60 Inc. VAT).....	<input type="checkbox"/>
Number of additional visits required per annum (max 3).....			

Notes.....
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Signing Tenancy Documents on Your Behalf

I confirm that I authorise you, in accordance with these Terms of Business for Lettings, to sign each and every Tenancy Agreement and any other documentation (save for this contract) relating to the letting of the Property as agent on my behalf, and I agree to be bound by the conditions that such agreements impose.

Warranties and Agreements

- I confirm that I AM a UK resident (for tax purposes) or I confirm I AM NOT a UK resident (for tax purposes) (tick one box only)
- I confirm that the Property DOES HAVE A GAS SUPPLY or at least a gas meter installed has no or I confirm that the Property gas (tick box only)
- I confirm that I am the sole/joint owner registered at the Land Registry of the Property and have obtained / will obtain all relevant consents, licences and planning permissions.
- I agree to be bound by all the Terms of Business for Lettings, and confirm that I have read and understood the content of the Terms of Business.
- I confirm that the Property has an EPC in place with a minimum rating of E.
- Where I am instructing you under the Full Management Service, I agree to provide a management set of keys. Alternatively, I agree to you having a set cut at my expense, subject to a reasonable cost.

Notice of Cancellation Rights (if applicable)

If the Terms of Business for Lettings are completed in Your home under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You have the right to cancel the Terms of Business for Lettings if You wish. This right can be exercised by sending a written 'Cancellation Notice' at any time within 14 days of receiving Our Terms of Business for Lettings. Your cancellation will be effective from the time Your 'Cancellation Notice' is posted to The Lettings Support Centre, Lake View Drive, Annesley, Nottingham NG15 0DT or, in the case of email on the day it is sent to crlcancellations@countrywide.co.uk. A 'Cancellation Notice' may be in any form provided it is in writing. You may wish to use the attached 'Cancellation Notice Form' at the rear of the Terms of Business for Lettings.

Performance of The Contract Prior to The Expiry of The Cancellation Period

The services set out in the Terms of Business for Lettings will not commence until the day following the last day of the cancellation period. You may instruct Us to commence the provision of services during the 14 day cancellation period. If, as per Your instructions, a tenant is introduced by Us during the cancellation period, You will not be able to cancel any lettings or any tenancy agreement which We have entered into on Your behalf. Where We have started performing work for You during the cancellation period, We may charge You a Marketing Only Service fee. If You wish the services to begin prior to the expiry of the cancellation period, You should sign the confirmation below.

Commencement of Service

I/We confirm that We wish the provision of the services under the Terms of Business for Lettings to commence immediately.

I/We understand that if We subsequently exercise Our right to terminate the Terms of Business for Lettings within the cancellation period We will be required to pay for Marketing Only Service supplied prior to cancellation.

1st Landlord's Signature:

Print Name: Date:

2nd Landlord's Signature:

Print Name: Date:

Cancellation Notice

To: Taylors (Torbay) Ltd
117 Union Street, Torquay, TQ1 3DW

I/We* hereby give notice to cancel the Terms of Business relating to the Property the address of which is:

.....
Terms of Business received on:

Signed:

Print Name:

Date:

Postal Address:

Phone Number:

Email Address:

Terms and conditions

1. GENERAL

1.1 These Terms and Conditions together with the other sections of the Terms of Business for Lettings set out the terms of our appointment as your letting agent for the letting and/or management of the Property (the Terms).

1.2 Please read these Terms carefully. These Terms tell you who we are, the Services we will provide, how you and we may end the contract, and other important information.

2. OUR SERVICES

2.1 As set out in section Our Services of the Terms of Business for Lettings, we offer 3 different levels of Service: Full Management, Standard Letting and Marketing Only.

2.2 Our services do not include the supervision of empty properties.

3. YOUR WARRANTIES AND LEGAL OBLIGATIONS

3.1 By signing these Terms you warrant that all the information you have given to us about the Property is correct, including all warranties. We will not be liable to you for any loss you may suffer as result of any incorrect or misleading information you have provided to us.

3.2 Landlord's Legal Obligations explains your statutory obligations as a landlord. This list is not intended to be exhaustive, but sets out the key legal obligations of a landlord. If you have any questions or concerns you should seek independent advice, or visit <https://www.gov.uk/renting-out-a-property>.

3.3 By signing these Terms you acknowledge your responsibility for on-going compliance with all applicable legislation, including (but not limited to) the legislation set out in Landlord's Legal Obligations, and that we are not liable to you or to any third party for your failure to comply with any applicable statutory obligations.

4. SOLE AGENCY

4.1 You have appointed us as sole agent, this will be for a minimum period of four (4) weeks starting on the date we start providing the Services. If you have previously instructed another agent to let the Property, you should terminate any agreement prior to appointing us, otherwise you risk paying fees to both us and another agent.

4.2 If an agreement to rent the Property is signed with a Tenant introduced by another agent or any other person during the sole agency period, our appointment under these Terms will immediately terminate and you must pay a Fee equivalent to the Marketing Only Fee.

4.3 If we have not secured a Tenant in the sole agency period, we will continue to market the Property and if we are successful in introducing a Tenant you will be required to pay a Commission Fee as set out in clause 5.

5. FEES

5.1 All Fees will be deducted from any Rent or other monies held on your behalf, or if none, the Fees are due and payable upfront prior to the commencement of the Services or Additional Services.

5.2 If we introduce a Tenant who enters into an agreement

to rent the Property, our Fee will become payable to us at the rate set out in Our Fees.

Marketing Only Service

5.3 Where you have instructed us under our Marketing Only Service, our Marketing Only Service Fee is payable before the Property is marketed for rent.

5.4 The Marketing Only Service Fee is subject to a minimum fee of £474 (inc. VAT).

Full Management and Standard Letting Services

5.5 Where you have instructed us under our Full Management or Standard Letting Service, our Commission Fee is charged as a percentage of the monthly rent payable over the term of the Tenancy.

5.6 The Commission Fee is subject to a minimum Fee of £600 (inc. VAT), per Tenancy, per year.

5.7 Where you have instructed us under our Standard Letting Service but chose to collect the rent yourself, our Commission Fee will be payable by you in full on or before the commencement of the Tenancy and no reduction will be made in our Commission Fee.

5.8 The Commission Fee is payable on the commencement of the Tenancy and for the length of time we are instructed to perform this Service, including where the Tenancy is renewed or extended.

5.9 Where there is more than one Tenant, the Commission Fee is payable in full for the term of the Tenancy or any amendment to it for so long as any or all of them remain in occupation.

Worked example of a Commission Fee:

Tenancy: 12 months

Rent: £800 per month

Full Management Commission Fee: 15.6% inc. VAT

Amount of Commission due from you: £124.80 per month inc. VAT

Please note this example is for reference purposes only. Landlord Regulation Checks

5.10 Where you have instructed us under our Full Management or Standard Letting Service, our Landlord Regulation Checks Fee is payable by you monthly, over the term of the Tenancy.

Additional Services and Charges

5.11 If you instruct us to perform any of our Additional Services, you will be required to pay any relevant Additional Services Fees as set out in Our Fees.

Tenancy Renewals

5.12 Prior to the end of any fixed term Tenancy we will work with you to secure an extension or renewal with the same Tenant(s). If you decide to renew or extend the Tenancy, the Tenancy Extension/Renewal Service Fee will be due to us, as set out in section Our Fees.

Termination

5.13 If you decide to terminate our appointment by giving us the required notice as set out in clause 10.2, the Commission

Fee will continue to be payable until the effective date of termination, and we will be entitled to charge the Fees as set out in clauses 10.5 and 10.6.

6. SALE OF THE PROPERTY

6.1 Our Commission Fee remains payable in accordance with these Terms where the Property is sold or transferred with the Tenancy in place. You or your solicitor should assign liability for the ongoing payment of the Commission Fee to the purchaser, otherwise liability for the Commission Fee and all other Fees will remain owed in full by you.

7. CLIENT BANK ACCOUNT

7.1 Any funds held by us as agent will be held in a bank account designated as a client account and separate from our own funds. Client monies are held with National Westminster Bank plc.

7.2 Any interest or other income derived from the operation of these accounts shall be the exclusive property of Taylors Torbay Ltd

8. SIGNING TENANCY DOCUMENTATION ON YOUR BEHALF

8.1 You authorise us to sign each and every Tenancy Agreement and any other documentation relating to the letting of the Property as agent on your behalf. You agree to be bound by the terms of these agreements and documents as if you had signed them yourself.

9. DEPOSITS and DEPOSIT REPLACEMENT PRODUCTS (applies to assured shorthold tenancies only)

9.1 If you instruct us to do so, we will hold your Tenant's Deposit in a Deposit Protection Scheme. Our chosen scheme is operated by Deposit Protection Scheme (DPS) (trading as depositprotection.com). Full details of the scheme can be found at www.depositprotection.com.

9.2 Any interest earned on the Deposit will be retained by us.

9.3 At the end of the Tenancy we will release the Deposit to the Tenant, once both you and the Tenant have agreed any deductions, or an appropriate third party adjudicator or court has ruled how it should be allocated.

Full Management Service

9.4 If you have instructed us under our Full Management Service we will use reasonable endeavours to secure your consent and the consent of the Tenant for the allocation of the Deposit. If there is a dispute over the allocation of the Deposit, we will deal with adjudication in accordance with the procedure provided by DPS.

We may reserve the right to decline any dispute being dealt with by adjudication where We feel there is no reasonable prospect of success.

Standard Letting Service

9.5 If you have instructed us under our Standard Letting Service you will be responsible for agreeing the allocation of the Deposit with the Tenant. We will assist in passing your

instructions to the scheme administrators, but we will not assist with or advise on the adjudication procedure.

Your nominated Deposit Protection Scheme

9.6 If you decide to protect the Deposit yourself (or appoint another agent to do so) you must provide us with the following information prior to us releasing the Deposit to you:

- Your custodial scheme membership number and the exact name on the account; or
- Your DPS Insurance protection confirmation complete with all relevant and correct details once it is active; or
- A valid TDS or my|deposits Deposit Protection Certificate complete with all relevant and correct details.

9.7 We will not accept any liability for any loss suffered if you fail to comply with the deposit protection legislation, current good practice or Tenancy Deposit Protection Scheme Rules.

9.8 Where the Deposit is held in your nominated Deposit Protection Scheme, it is your responsibility to serve and re-serve (where applicable) the prescribed information on the Tenant or any interested parties at all relevant periods in accordance with the applicable legislation.

9.9 You will also be responsible for dealing with the scheme administrators for the release of the Deposit or any dispute.

10. TERMINATION AND SUSPENSION

10.1 We will continue to provide the Services for the duration of the Tenancy, unless you terminate our appointment in accordance with this clause.

10.2 Our Full Management Service is for a minimum duration of 6 months from the date of commencement of the Tenancy. Subject to this minimum duration, you can terminate our Full Management Service or our Standard Lettings Service on giving us at least 60 days' written notice.

10.3 We reserve the right to suspend the Services in whole or in part if you breach any provision of these Terms including if any payments from you are outstanding, or if you breach any of your statutory obligations. We are not obliged to perform the Services until full payment of the outstanding amount has been made or the breach has been rectified.

10.4 These Terms may be terminated with immediate effect by you or us if either party commits a material breach that is not capable of being remedied, or if the breach can be remedied, if the party in breach fails to remedy it within 14 days of being notified in writing to do so. Where you terminate the contract under this clause 10.4 no further Fees will be payable by you to us.

Consequences of termination

10.5 If you terminate our appointment under our Full Management or Standard Letting Service but continue the Tenancy with the Tenant introduced by us in occupation, you must pay us a Commission Fee equivalent to the Standard Letting Service fee for the duration of the earliest date of:

- a) 24 months from the date the Tenancy commenced and
- b) the date the Tenant leaves the Property. This fee applies even if the renewal or extension of the Tenancy is negotiated by another agent.

10.6 Within 28 days of terminating our appointment for any reason, you must arrange for the transfer of the Deposit. If you fail to arrange this transfer we will charge a Deposit Transfer Fee to reflect the ongoing costs incurred by us in maintaining the Deposit.

10.7 Following termination, we will invoice you for the Commission Fee and Cancellation Fee and you must pay us within fourteen (14) days of the invoice date.

11. UTILITIES

We will not accept any liability for any loss suffered if You or Your Tenant fail to action the transfer of the gas, electricity, council tax or water.

12 RENT AND LEGAL PROTECTION INSURANCE

12.1 You can ask us to arrange for Rent And Legal Protection Insurance as set out in Our Services. This insurance will be subject to additional terms and conditions.

13. COMMISSION

13.1 We may instruct our preferred contractors to perform various services at the Property, such as repair and maintenance services. In consideration of the work we introduce, we may receive and retain a commission fee for services provided to you (or to us) by that contractor or third party. This fee is paid to us and not to you. We will inform you of the sum we are paid by any particular contractor or third party on receiving a written request from you.

14. INDEMNITY

14.1 You agree to reimburse us in full all costs, expenses (including legal expenses) or liabilities incurred by us in carrying out the Services, including but not limited to:

- a) Any costs, claims expenses or liabilities incurred by us as a result of any false or misleading information provided by you;
- b) Any costs, claims, expenses or liabilities incurred by us as a result of your failure to comply with any applicable law, including but not limited to any failure to comply with your obligations set out in these Terms;
- c) Any costs, claims, expenses or liabilities incurred by us as a result of any instruction given by you to refuse to grant a Tenancy to any prospective Tenant for whatever reason.

15. EXCLUSION OF LIABILITY

15.1 Our Services will be provided using reasonable care and skill. We do not:

- a) give any warranty or guarantee regarding the suitability of any Tenant, or their compliance with the Tenancy;
- b) accept any liability to you should any information in any prospective Tenant's references prove to be false, inaccurate or misleading; or
- c) accept any liability for any acts or omissions of any third party engaged by us on your behalf, including referencing services, unless we failed to exercise reasonable care and skill in their selection.

15.2 Our entire liability to you in respect of the Services provided shall not exceed twenty five thousand pounds (£10,000.00). We are not liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms.

15.3 These Terms do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

15.4 Each party acknowledges that in entering into the Terms it does not rely on any statement, representation or warranty made innocently or negligently by any person who is not included in the Terms, or by any person who is not a party to the Terms.

16. LANDLORDS RESIDENT OUTSIDE THE UK

16.1 You are liable for all taxation and must make relevant returns to HM Revenue & Customs (HMRC).

16.2 You must tell us if you are resident in the UK for tax purposes. HMRC operates a scheme called Non-Resident Landlords Scheme for taxing the UK rental income of non-resident landlords ('the Scheme'). This scheme requires UK lettings agents to deduct basic rate tax from any Rent collected for Landlords who are not resident in the UK for tax purposes.

16.3 Where you have told us you are not resident in the UK for tax purposes, and unless you provide adequate evidence from HMRC that Rent should be paid without tax deduction, we shall:

16.3.1 deduct such amount of income tax as is prescribed by the Scheme including supporting regulations and guidance notes; and

16.3.2 provide suitable reporting to support submission by You (on behalf of the Owner) to HM Revenue & Customs in the manner prescribed by such rules and in accordance with Your instructions.

16.4 Where we do not deduct tax which should have been deducted under the Scheme, we may recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

17. USE AND DISCLOSURE of INFORMATION

17.1 We will both be transferring Personal Data to each other for the purposes of these Terms and the Services, and each of us will be an independent data controller in relation to any Personal Data collected. For example, you will provide us with your contact details, and we will be sending you details of prospective Tenants and guarantors, as well as copy documents such as the Tenancy Agreement, which all include Personal Data.

17.2 We may share your information with other companies who may use it to advise you of their services or issue quotations connected to the Property.

17.3 We are registered for the purposes of Data Protection Laws with the Information Commissioner (ICO) with registration number ZA493299.

17.4 Full details of how we process your information can be found on our privacy policy located here: <https://www.taylorsestates.co.uk/legal/privacy>

17.5 You may change your communication preferences or withdraw from any further communications from us by contacting us at lettings@taylorsestates.co.uk

17.6 Both of us shall comply with all the obligations imposed on a controller under the Data Protection Laws. This clause (Use and Disclosure of Information) is in addition to and does not relieve, remove or replace either of our obligations under the Data Protection Laws.

17.7 Where one of us (the Data Discloser) discloses to the other (the Data Recipient) Personal Data for the purposes of the Services and the obligations under this Terms and

Conditions we shall each:

- a) contain all necessary notices and consents in place to enable lawful transfer of the Personal Data;
- b) only disclose or allow access to the Personal Data by: its workers and those workers in its group companies; any third parties engaged to perform obligations in connection with these Terms including professional advisors, contractors and any third party providers including our outsourcing providers (the Permitted Recipients);
- c) ensure that all Permitted Recipients are subject to written contractual obligations relating to the Personal Data including obligations of confidentiality which are no less onerous than those imposed by these Terms;
- d) put in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- e) process the Personal Data in accordance with the Data Protection Laws and only to the extent as is necessary for the performance of its obligations under these Terms and in accordance with the other party's instructions from time to time;
- f) immediately notify the other party if it is of the opinion that an instruction for processing of Personal Data may violate the Data Protection Laws;
- g) maintain a record of its processing activities and the measures implemented under these Terms; and
- h) allow audits by the other party or the other party's designated auditor.

Assistance

17.8 Both of us will assist the other in complying with all applicable requirements of the Data Protection Laws in relation to Personal Data. In particular, we shall each:

- a) promptly inform the other party about the receipt of any data subject access request and provide reasonable assistance in complying with any data subject access request;
- b) assist, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- c) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;
- d) at the written direction of the Data Discloser, delete or return any shared Personal Data to the Data Discloser on termination of this Terms and Conditions unless required by law to store Personal Data.

17.9 Notifications to us should be sent to the email address lettings@taylorsestates.co.uk

18. COMPLAINTS AND REDRESS SCHEME

18.1 We are members of The Property Ombudsman (TPO) Scheme and subscribe to the TPO Code of Practice for Letting Agents. If you wish to raise a complaint, please contact your local lettings office in the first instance to discuss your concerns with us and we will endeavour to resolve them promptly and efficiently. If you continue to be dissatisfied, we will then begin our formal complaint procedure as follows:

18.2 Stage One:

If after talking to your usual contact you do not feel that your complaint has been resolved, please write to our Lettings Manager with details of your complaint. Please keep copies of all correspondence sent to us and notes of any conversations or telephone calls you have made.

You can contact him at:

Email: lettings@taylorsestates.co.uk

Phone: 01803 201904 (Monday to Friday from 8.45am – 6:00pm)

Post: Taylors Torbay Ltd, 117 Union Street Torquay, TQ1 3DW.

Please include the following information in your letter of complaint:

- Your name, address and a daytime telephone number
- The name and office of the individual you have been dealing with
- A clear description of your complaint, outlining what you believe has gone wrong
- Details of your desired outcome.

We will confirm receipt of your letter within 3 working days and will aim to send you a full reply within 15 days.

18.3 Stage Two:

If you remain dissatisfied by the response received by our Lettings Manager, then you have the right of appeal, meaning a separate and detached review of the complaint by a different member of the senior team not directly involved with the original investigation. You are able to make us aware of this at the contact details above. A full and final response will be sent out to you within 15 working days.

18.4 Stage Three:

If our internal complaints procedure does not resolve your complaint, you can contact our regulatory body, The Property Ombudsman. In making a complaint to the TPO, your information relating to the letting of the Property will need to be shared with the TPO, by you and by us. The TPO also ask for your details to assist them in their monitoring of our compliance with the TPO Code of Practice.

The Property Ombudsman may be contacted at:
The Property Ombudsman, Milford House,
43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
www.tpos.co.uk

19. UPDATES TO THE TERMS OF BUSINESS FOR LETTINGS

19.1 From time to time we may update the Terms of Business for Lettings and these Terms, including Fees, and we will do so by advising you in writing of such updates.

19.2 The Terms of Business for Lettings and these Terms, including any amendments or updates to them, shall apply to any Tenancy agreed in relation to the Property.

20. GENERAL

20.1 The Terms of Business for Lettings and these Terms constitute the entire agreement between us and supersede any previous agreements, arrangements and understandings between us relating to the Property, whether made in writing or verbally.

20.2 Each condition in the Terms operates separately. If any provision or part of a provision is held by a Court to be unreasonable or inapplicable, the other parts shall continue to apply.

20.3 These terms are between you and us. Nobody else has any rights under these Terms, including under the Contracts (Right of Third Parties) Act 1999. No other person shall have any rights to enforce any of these Terms.

20.4 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay, but we will not be liable for any such delays.

20.5 Even if we delay in enforcing the Terms of Business for Lettings and these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if you breach these Terms and we delay in taking steps against you, this will not remove your obligation to do those things and it will not prevent us taking steps against you at a later date.

20.6 We may transfer our rights and obligations under the Terms of Business for Lettings and these Terms to another organisation. We will contact you to let you know if we plan to do this.

20.7 The Terms of Business for Lettings and these Terms are governed by the laws of England and Wales but you may be able to apply the laws in your country of residence if you live outside of England and Wales and are a consumer. The courts of England and Wales have non-exclusive jurisdiction.

22. DEFINITIONS

“**Additional Services**” means the optional Service(s) that you may request us to perform subject to any Additional Fee(s), as listed in section Our Fees;

“**Additional Services Fee(s)**” means any Fee other than the Cancellation Fee or Commission Fee that may become payable by you as listed in section Our Fees;

“**Commission Fee**” means the Full Management fees or Standard Letting Service fee payable by you to us in consideration for us performing the Services, as set out in section Our Fees;

“**Data Protection Laws**” means (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 2018;

“**Deposit**” means the sum payable by the Tenant before the start of the Tenancy and in accordance with the terms of the Tenancy, the aim of which is to ensure that the Tenant fulfils their obligations under the Tenancy Agreement;

“**Deposit Protection Scheme**” means a Government-backed tenancy deposit scheme;

“**Deposit Replacement Product**” means a substitute for the Deposit;

“**Fees**” means the Additional Services Fee(s), Cancellation Fee, Commission Fee and Landlord Regulation Checks Fee;

“Landlord” means the owner or joint owners of the Property, or persons duly authorised under Power of Attorney, or any other legal power, to let out the Property and receive the Services under these Terms;

“Landlord Regulation Checks Fee” means the Landlord Regulation Checks Fee as set out in section Our Fees;

“Personal Data” means the following categories of information shared between you and us relevant to the following categories of data subject:

- your personal data - name, contact number, email address, home and correspondence postal address, Property address, bank details, HMRC Non-Resident Landlord Approval, HM Land Registry documentation;
- Prospective Tenant and Tenant data - name, contact number, email address, postal addresses including previous and forwarding address, documentation in accordance the Immigration Act 2014, third party referencing data, bank details;
- Prospective Guarantor and Guarantor data - name, contact number, email address, postal address third party referencing data, bank details;
- Contractors, third party providers or advisors data - name, contact number, email address, postal address, bank details, insurance cover, membership or regulatory bodies (i.e. gas safe.);

“Property” means the freehold or leasehold property or properties detailed in these Terms of Business for Lettings;

“Marketing Only Service Fee” means the Fee for the Marketing Only Service, as set out in section Our Services;

“Rent” means the money payable to you by the Tenant in accordance with the terms of the Tenancy Agreement;

“Services” means the core services to be performed by us in accordance with these Terms of Business for Lettings, as set out in Our Services;

“Tenant” means the person who enters into a Tenancy Agreement with you;

“Tenancy” the right of the Tenant to occupy the Property under the Tenancy Agreement;

“Tenancy Agreement” means the agreement (including any continuation, extension or renewal of the agreement) between you and the Tenant setting out the terms of the Tenant’s occupation of the Property;

“Tenancy Extension/ Renewal Service Fee” means the Fee for the Tenancy Extension/Renewal Service, as set out in section Our Fees;

“Terms of Business for Lettings” means this document comprising the Service Summary, Our Services, Landlord’s Legal Obligations, Our Fees, and these Terms;

“we, our, us” means Taylors Torbay ltd. Our registered office address First Floor CEF Building, Broomhill Way, Torquay, TQ2 7QN

“you, your” means the Landlord who shall comprise of one or more persons;