

## CONSUMER RIGHTS ACT 2015

### TENANT FEES SCHEDULE

#### NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

Under the Consumer Rights Act 2015 letting agents have a duty to clearly publicise their fees. Outlined below are the standard charges that may be applicable to you – all detailed inclusive of VAT:

- **Security Deposit (per tenancy. Rent under £50,000 per year)** – Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
- **Security Deposit (per tenancy. Rent of £50,000 or over per year)** – Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
- **Unpaid Rent:** Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
- **Lost Key(s) or other Security Device(s):** Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord or any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).
- **Variation of Contract (Tenant's Request):** £50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
- **Change of Sharer (Tenant's Request):** £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
- **Early Termination (Tenant's Request):** Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

#### CLIENT MONEY PROTECTION SCHEME:

Walker Singleton (Property Management) Ltd are a member of the RICS Clients' Money Protection Scheme.

#### PROPERTY REDRESS SCHEME:

Walker Singleton (Residential) Ltd are a member of The Property Ombudsman (TPO)

## **CONSUMER RIGHTS ACT 2015 TENANT FEES SCHEDULE**

### **COMMON LAW TENANCIES**

Under the Consumer Rights Act 2015 letting agents have a duty to clearly publicise their fees. Outlined below are the standard charges that may be applicable to you – all detailed inclusive of VAT:

#### **Application Fee**

£200 (inc. VAT) application fee per applicant payable at the time of applying for any property to undertake financial credit checks, references and any other relevant information as well as contract negotiation (amending and agreeing terms) and arranging the signing of the agreement

£100 (inc. VAT) guarantor application fee covering credit referencing and preparation of Deed of Guarantee

#### **Move In Fee**

£200 (inc. VAT) accompanied check-in fee, attending the property to welcome the tenant, confirm the inventory and schedule of condition, highlight the location of utility meters, stop cocks etc. and test all smoke alarms that are present and in working order.

£100 (inc. VAT) tenancy renewal fee upon renewal of any fixed term agreement including contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.

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## **CONSUMER RIGHTS ACT 2015**

### **LANDLORD FEES SCHEDULE**

#### **Letting Only Service**

A fee equivalent to one month's rental income (min. £480) (eg. Achieved rental £500pcm, fee = £600 inc. VAT) (inclusive of first tenant reference, additional references charged at £30)

#### **Property Management**

Letting fee £480 or 50% First Month's Rental Value (whichever is the greater) (eg. Achieved rental £500pcm, fee = £600 inc. VAT) (inclusive of first tenant reference, additional references charged at £30)

Commission Charges – 12% of rents billed (NB: commission remains payable against rent arrears, unpaid rent or any agreed rent-free periods or incentives)

Legal Protection Insurance (optional) – £420 (annual premium)

Other adhoc may apply dependant on service – full details can be obtained from any of our registered offices.

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#### **PROPERTY REDRESS SCHEME:**

Walker Singleton (Residential) Ltd are a member of The Property Ombudsman (TPO)

**Dated: 202x**

**WALKER SINGLETON (RESIDENTIAL) LIMITED**

**TRADING AS 'WS RESIDENTIAL' (1)**

**and**

\_\_\_\_\_ **(2)**

**PROPERTY MANAGEMENT AND**

**SOLE AGENCY AGREEMENT**



## LANDLORD'S INFORMATION

(to be completed in full)

1. Correspondence address:

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2. Contact details:

Home:

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Mobile:

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Work:

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Fax:

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Email Address:

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3. Bank account where rents are to be paid:

Name of account holder:

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Account Number:

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Sort Code:

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Full address of Branch:

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4. Who are the utility suppliers for the property:

Gas:

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Electric:

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Water:

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5. Your buildings' insurance:

Insurers' Address:

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Policy Number:

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Telephone Number:

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6. Preferred Contractors: (If you wish to use your own contractors for repairs please provide full details including copies of relevant insurances and certificates / kitemarks, & proof of membership to relevant professional trade organisations where required)

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6.1 Gas Contractor/plumber: (must be Gas Safe registered)

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Name:

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Address:

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Mobile:

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Office:

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6.2 Electrician: (must be NICEIC registered)

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Name:

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Address:

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Mobile:

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Office:

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6.3 General maintenance joiner/builder:

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Name:

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Address:

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Mobile:

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Office:

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7. Are you classed as a non-resident landlord:  
(If yes please enclose non-resident tax exemption form from the Inland Revenue)

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Yes

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No

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## **BACKGROUND**

- (A) WSR is a property management company, specialising in the management of properties for residential letting and providing the services described in Schedules 1 to 3.
- (B) The Landlord is the legal owner of the property known as \_\_\_\_\_ ("the Property") and wishes to appoint WSR as its sole letting agent for the Property, and to provide services as specified in the Particulars and in the rest of this Agreement.

### **1. DEFINITIONS AND INTERPRETATION**

**1.1** In these Conditions the following expressions shall have the meanings set against them: -

"Applicant"	the person who is considering renting the Property;
"Letting Only Service"	the services described in Schedule 1;
"Particulars"	the particulars attached to this Agreement, which summarise the main terms of this Agreement;
"Property Management Service"	the services described in Schedule 2;
"the Services"	means any or all of the services described in Schedules 1 to 3;
"Tenancy Agreement"	the agreement entered into between the Tenant and the Landlord, and subsequent agreements entered into between a tenant and the Landlord;
"Tenant"	the person proposed by WSR and chosen by the Landlord to occupy the Property and each person subsequently proposed by WSR and chosen by the parties to occupy the Property.

**1.2** The headings are included for ease of reference and should not affect the construction of this Agreement.

**1.3** References to clauses and schedules are references to the clauses and schedules of this Agreement.



- 1.4** References to a person include a company or other legal entity.
- 1.5** "Letting" includes a licence to occupy, "rental" includes licence fees, and "tenant" includes a licensee.
- 1.6** The singular shall include the plural and vice versa.
- 1.7** References to one gender shall be deemed to include the other.
- 1.8** If the Landlord comprises more than one person the obligations of the Landlord shall be joint and several.

## **2. THE SERVICES AND SOLE AGENCY RIGHTS**

The Landlord appoints WSR to provide the Property Management Services and any Additional Services set out in the Particulars or otherwise agreed to in writing by the parties.

In addition, the Landlord appoints WSR as its sole letting agent. This means that the Landlord will be liable to pay commission to WSR, in addition to any other costs or charges agreed, in each of the following circumstances:

- (a) If the Property is let in the period during which this Agreement is in force, whether or not the tenant was found by WSR (therefore, you should not instruct another agent to let the Property during the time this Agreement is in force as you may become liable for both agent fees).
- (b) If the Property is let within 6 months after the end of the period of this Agreement, but to a tenant who was introduced to the Landlord during that period or with whom WSR had negotiations about the Property during that period.

### **2.1 Tenant Selection**

- 2.1.1** WSR will market the Property, arrange viewings of the Property, obtain references for and conduct credit checks on the Applicant(s) through a third-party referencing agency. The Landlord will choose the Tenant for the Property from the Applicant(s) proposed by WSR.
- 2.1.2** WSR will use its reasonable endeavours to ascertain the accuracy of references but it does not accept responsibility for any inaccuracies, or misleading information provided by third parties.
- 2.1.3** A Tenancy Agreement with a Tenant will not be entered into without the prior consent of the Landlord.

## **2.2 Tenancy Agreement**

- 2.2.1 WSR will prepare the Tenancy Agreement to be entered into between the Tenant and the Landlord. The Tenancy Agreement will as far as is reasonably possible, protect the Landlord's interest and comply with current legislation.
- 2.2.2 The Landlord is responsible for paying all statutory and governmental duties and taxes at the prevailing rates in relation to the Tenancy Agreement.

## **2.3 References and Rent Guarantee Insurance**

- 2.3.1 WSR will use "Homelet" or an alternative provider to obtain references in respect of the Applicant(s) and guarantor(s) whether applicable prior to the commencement/offer of a tenancy.
- 2.3.2 If required and if available WSR will obtain rent guarantee insurance for the Landlord through "Homelet". If such rent guarantee insurance is required and is available the Landlord will pay to WSR the sum required for the required period for such insurance.
- 2.3.3 The rent guarantee insurance for the Landlord through Homelet is a service provided by WSR and is only available to Landlords opting for the services in accordance with schedule 2 under the Management Agreement. WSR reserve the right to charge a fee for providing the rent guarantee insurance to the Landlord which may be over and above the charges made by Homelet.

## **2.4 Credit Checks**

- 2.4.1 All Applicants over the age of 18yrs will be placed through a credit check for which the landlord will pay a fee in accordance with charges mentioned in Schedule 3 and any additional tenants that are added to the agreement once the tenancy has commenced will also have to meet these checks to be considered prior to being added to the agreement.
- 2.4.2 The credit check will confirm to WSR that the Applicant(s) meet the required criteria as set out by "Homelet" and will confirm that the information provided by the Applicant(s) on their application is accurate.

## **2.5 Deposit**

- 2.5.1 WSR will collect a security deposit from the Tenant to secure against dilapidations and breach of the Tenancy Agreement.
- 2.5.2 The amount of the deposit shall be determined by the Landlord, but WSR recommends the maximum legal amount of a sum equivalent to, but not exceeding, 5 weeks rent is requested from the Tenant. If the Property is fully furnished or if the Applicant has failed the credit check or has a poor credit history or has a pet allowed under the terms of the tenancy agreement by prior approval with the Landlord, additional tenancy clauses may be considered in relation to end of tenancy obligations.
- 2.5.3 If WSR consider it necessary, a guarantor will also be required to guarantee the Tenant's obligation to pay rent.
- 2.5.4 Save as provided in clause 2.5.6, any rent arrears will be deducted from the deposit at the end of the Tenancy Agreement in accordance with clause 2.9.
- 2.5.5 Save as provided in clause 2.5.6, the deposit will be held by WSR for the duration of the Tenancy Agreement. The deposit will be held by WSR in a none interest bearing client account at NatWest Bank plc, 1 Waterhouse Street, Halifax HX1 1JA entitled 'Walker Singleton (Property Management) Clients Account', numbered 76801942.
- 2.5.6 Clauses 2.5.4 and 2.5.5 shall not apply where the Landlord opts for the Letting Only Service.

## **2.6 Inventories and Schedule of Condition**

- 2.6.1 If it is agreed that WSR will provide Property Management Services to the Landlord in accordance with schedules 1, 2 and 3 then WSR will: -
- (1) prior to the Tenant taking occupation, WSR will instruct a third party inventory clerk to prepare an inventory of the fixtures and fittings in the Property together with photographs of the same, and comment on the general condition of the Property; the fee for carrying out the inventory prior to a tenant taking will be charged in line with schedule 3.

- (2) the Tenant will be invited to attend the Property with a representative of WSR to agree the inventory and comment on any discrepancies; with both parties signing and agreeing to the report at the commencement of the tenancy.
- (3) the Tenant's signature will be obtained to indicate acceptance of the details on the inventory.
- (4) the Landlord is deemed to have read Schedule 4 (details of the legislation in relation to furnished properties) prior to letting his property furnished.
- (5) fees in relation to these will form a third party supplier cost with an element of administration applied.

## **2.7 Rent Collection and Payment**

- 2.7.1 This clause 2.7 shall not apply if it is agreed that WSR will provide the Letting Only Service to the Landlord.
- 2.7.2 The first payment of rent will be paid by the Tenant on the date of the Tenancy Agreement. Payment of each month's rent will then be due on the 1<sup>st</sup> of each subsequent calendar month, unless agreed otherwise.
- 2.7.3 WSR will use its reasonable endeavours to collect all rents due.
- 2.7.4 Payments of rent by the Tenant will be held in a separate none interest bearing client account – and having the appropriate insurances - in accordance with the recommendations of the Royal Institution of Chartered Surveyors and the Association of Residential Letting Agents, and in line with The Client Money Protection Scheme for Property Agents Regulations (2008). The account is held with NatWest Bank plc, 1 Waterhouse Street, Halifax HX1 1JA in the 'Walker Singleton (Property Management) Clients Account numbered 76801942. Insurance is held with the RICS Client Money Protection Scheme.
- 2.7.5 If WSR is in receipt of cleared funds on the final working day of the month rent will be paid to the Landlord not later than ten working days after the month end by BACS transfer. Any rent payments not received before the final working day of the month in which they became due will be paid to the Landlord not later than ten working days after the month in which cleared funds were received.

- 2.7.6 If the Landlord is based overseas, income tax will be deducted and paid to the Inland Revenue, in accordance with the Taxation of Land (Non-Residents) Act 1995 (including any amendments or subsequent legislation) unless the Landlord obtains the appropriate exemption certificate from the Inland Revenue a copy of which is required to be provided to WSR prior to monies being transferred to the Landlord to allow payment gross of tax.
- 2.7.7 The Landlord is advised that if the Tenant is claiming housing benefit there may be a shortfall in rental payments until the Tenant has been assessed by the housing benefit unit at the relevant local authority. It should be noted most payments are now made direct to tenants and calculations are based on Universal Credit. Walker Singleton will always look to obtain a guarantor for claimants of Universal Credit unless agreed otherwise.
- 2.7.8 When monies received are paid to the Landlord by WSR, the Landlord will receive a statement from WSR detailing rents collected and expenses and commissions deducted
- 2.7.9 Whenever WSR incur bank charges when handing clients monies, the landlord agrees that such charges may be debited to the landlords rental account.
- 2.7.10 If a local authority demands repayment, in part or full, of housing benefit from WSR and the funds in question have already been passed to the Landlord, then the Landlord must immediately refund all such monies to WSR without any deductions whatsoever.

## **2.8 Repairs and Outgoings**

- 2.8.1 This clause 2.8 shall apply if it is agreed that WSR will provide the Property Management Service to the Landlord as outlined in schedule 3 of this agreement.
- 2.8.2 WSR will investigate any reported faults and instruct such repairs as are necessary to ensure the Landlord meets his responsibilities under the Tenancy Agreement and current regulation covering the Private Rented Sector.
- 2.8.3 WSR will instruct contractors from our approved suppliers list to undertake repairs unless the Landlord expressly wishes to use his own preferred contractor. If the Landlord wishes to use his own preferred contractor, he will promptly supply WSR with the contractors' details. All third-party contractors are required to have the appropriate insurances, health & safety polices, and hold current professional memberships of relevant industry bodies.

- 2.8.4 If costly repairs are required, quotations will be obtained and forwarded to the Landlord for approval prior to the works being carried out.
- 2.8.5 Where expensive repairs are required the landlord will be required to transfer funds to WSR prior to repairs being instructed upon.

## **2.9 The Dispute Service**

As a regulated and bonded Agent, we endeavour to provide a fair and equitable tenancy agreement and service to both our landlords and tenants. With this in mind, all our tenancy agreements, where we are to hold the deposit during the term of the tenancy, include the following clauses: -

- 2.9.1 This tenancy is included in the Tenancy Deposit Scheme for Regulated Agents (TDSRA). The landlord and the tenant must endeavour to notify the Member Firm that there is a dispute over the deposit, as soon as possible and within 28 days of the lawful end of the tenancy and the vacation of the property (*it is strongly recommended that such notice is given in writing*). The ICE reserves the right to decline to consider disputes which have arisen outside this timescale.
- 2.9.2 If after 10 working days following notification of a dispute and reasonable attempts 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 will (subject to 2.10.4 below) be submitted to the Independent Case Examiner (ICE) of the Tenancy Deposit Scheme for Regulated Agents for expert, impartial, third party adjudication. The landlord and the tenant agree to cooperate with his investigation.
- 2.9.3 Where the amount of dispute is over £5,000 the landlord and the tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration fee which will be shared equally between the landlord and the tenant; the liability for any subsequent costs will be dependent upon the Award made by the arbitrator.
- 2.9.4 The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

2.9.5 We do not make any charge for access to this dispute resolution facility. There are no costs for the actual adjudication process although any dispute that is submitted for arbitration will incur an administration charge of £235 shared equally between the landlord and the tenant, or such sum as may from time to time be determined by the ICE. The liability for any subsequent costs will be dependent upon the Award by the arbitrator.

## **2.10 Inspection**

2.10.1 This clause 2.10 shall apply if it is agreed that WSR will provide the Property Management Service to the Landlord in accordance with schedule 2 of this agreement.

2.10.2 WSR will periodically inspect the Property to assess its general condition (subject to tenant consent allowing access), and in line with frequency levels outlined in schedule 3 or as agreed directly. Any problems of a serious nature will be reported to the Landlord. Should a tenant not be present at a pre-agreed appointment this will class as an inspection having been undertaken, and an assessment of the external areas will be carried out.

2.10.3 At any time when the Property is empty WSR will check the Property on a regular basis and report any problems to the Landlord and if necessary, the insurer, in accordance with charges outlined in schedule 3.

## **2.11 Tenant Default**

2.11.1 This clause 2.11 shall not apply if it is agreed that WSR will provide the Letting Only Service to the Landlord.

2.11.2 The Landlord will be notified without delay of any breach of the Tenancy Agreement (including failure to pay rent when due once clearance of any monies has been taken into consideration which would normally be seven working days) and advised of his options.

## **2.12. End of Tenancy**

2.12.1 This clause 2.12 shall apply if it is agreed that WSR will provide the Property Management Service to the Landlord in accordance with schedule 2 of this agreement.

2.12.2 At the end of the Tenancy Agreement subject to the charges in accordance with schedule 3 of this agreement WSR will: -

- (1) arrange an end of tenancy inspection by a third party inventory clerk and complete a dilapidation report of the Property within 7 days of the Tenant vacating;
- (2) check the report and take the appropriate action in accordance with clause 2.9 of this agreement;
- (3) notify utility providers and council tax of changing liabilities between Tenants;
- (4) endeavour to ensure the Tenant returns all the keys to the Property that were provided at the commencement of the tenancy, or additional keys provided during the term of the agreement to the WSR office;
- (5) advise the Landlord on any works to be carried out;
- (6) organise draining of the water and heating systems to prevent frost damage or ensure adequate background heating is provided if the Property is unlet during the winter if the landlord so requests;
- (7) deduct any rent arrears from the deposit in accordance with clause 2.9 of this agreement.

### **3. FEES**

- 3.1 In consideration of the provision of the Services the Landlord agrees to pay WSR the fees for the relevant Services, such fees being detailed in Schedule 4, together with any additional monies payable in accordance with clauses 2.9 and 2.10 and any administrative fees in accordance with schedule 3.
- 3.2 WSR reserves the right to deduct any sums due to them from the Landlord from any rental income received from the Tenant.
- 3.3 In calculating our fees, any rent-free periods, incentives or unpaid rent will be ignored.
- 3.4 Payment terms are as detailed in the Schedules or as set out on our invoices. Any late payment will incur interest at 4% above base rate, and WSR may suspend its Services pending payment, or terminate this agreement under clause 7.

### **4. ADMINISTRATIVE/CANCELLATION FEES**

If the Landlord dis-instructs WSR or indeed employs another agent to deal with the letting of the property after this Agreement has been signed, the Landlord must pay WSR: -



- (1) commissions up to the end of the current Tenancy Agreement;
- (2) a withdrawal fee of £150 plus VAT;
- (3) any out of pocket expenses incurred by WSR on the Landlord's behalf including those that may have otherwise formed part of the letting fee.

The administration fee must be paid to WSR within seven days of the Landlord disinstructing WSR or another agent being instructed to act on the Landlord's behalf.

## **5. SAFETY LEGISLATION**

The Landlord agrees to read and comply with Schedule 4.

## **6. EXCLUSION OF LIABILITY**

- 6.1 In no event shall WSR be liable, whether in contract, tort (including negligence) or otherwise, for any consequential or indirect loss or damage, or loss of profits, loss of business or damage to goodwill, howsoever caused.
- 6.2 WSR's aggregate liability to the Landlord at any time for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the fee payable by the Landlord for the Property Services for the period of the Tenancy Agreement.
- 6.3 Nothing in this Agreement will exclude, restrict or limit any liability of WSR for: -
  - (1) death or personal injury resulting from the negligence of WSR, its agents or employees; or
  - (2) fraud or any other matter if and to the extent that, under English law, liability for it cannot be excluded, restricted or limited as against WSR in the context of this Agreement.

## **7. TERMINATION**

- 7.1 Either party may terminate this Agreement with effect from the expiry of the Tenancy Agreement or by serving on the other not less than one month's notice in writing. If the Landlord terminates this Agreement prior to expiry of the Tenancy Agreement, he shall pay the administration fee in accordance with clause 4.
- 7.2 Either party may terminate or suspend this Agreement if: -

- (1) the other party does not fulfil any of his obligations under this Agreement properly or in a timely manner and such failure is not remedied within 60 days of the other party giving notice;
- (2) an encumbrancer takes possession of or a receiver or administrative receiver is appointed over any of the property or assets of the other party;
- (3) the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order or moratorium;
- (4) the other party becomes insolvent or appoints or proposes to appoint a liquidator or provisional liquidator;
- (5) either party ceases, or threatens to cease, to carry on business;
- (6) either party (being an individual) has a bankruptcy order made against him

7.3 Upon the termination of the Agreement any sums due to WSR will be paid within seven days by the Landlord.

7.4 WSR reserve the right to terminate this Agreement with immediate effect if at any time during the Agreement it feels that the Property does not meet current safety regulations (see details set out in Schedule 4) and therefore poses a threat to any tenant in occupation due to repairs being refused by the Landlord. If termination is necessary due to the circumstances described in this clause 7.4 the Landlord will be liable to pay the administrative fees in accordance with clause 4.

## **8. USE OF THE PREMISES**

8.1 The Landlord confirms that the Property shall only be used for residential letting purposes. If the Property is used for a purpose other than residential letting, WSR reserves the right to terminate this Agreement immediately.

8.2 If the Property is at any time used for any unlawful purpose, WSR will terminate this Agreement immediately.

8.3 If this Agreement is terminated due to the circumstances described in clauses 8.1 and 8.2 the Landlord will be liable to pay the administrative fees in accordance with clause 4.

## **9. INSURANCE**

- 9.1 If the Property is not covered by buildings and contents insurance arranged by WSR, the Landlord undertakes to maintain appropriate and adequate insurance for the Property and contents throughout the time it is let and to notify the insurers of the fact that the Property is being let and for any periods when the Property is not occupied. The Applicant is advised that if they do not notify the insurer that the Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if the Property is unfurnished, to cover against any damage or personal injury claim made by the tenant or a visitor to the Property.
- 9.2 If required WSR can advise upon buildings, contents and liability insurance and if available WSR can arrange buildings, contents and liability insurance on the Landlord's behalf

## **10. MORTGAGE**

If the Property is the subject of a mortgage agreement, the Landlord confirms that he has obtained the mortgage lender's prior permission to the letting. The Landlord shall provide WSR with a copy of this authorisation upon request.

## **11. DOMICILE OF LANDLORD**

If the Landlord takes up residence outside the United Kingdom, then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid exemption certificate has been obtained from the Inland Revenue and a copy is with WSR.

## **12. MONEY LAUNDERING REGULATIONS**

WSR will require the Landlord to provide proof of identity and proof of the source of any funds paid to it. This would be in order to meet its obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (information of Payer) 2017. Until such proofs are given, WSR may be restricted from acting for the Landlord.

## **13. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008**

The CPR prohibits the making of any false or misleading statement, written, verbal or photographic, about the Property and places a requirement on WSR and landlord to disclose any material information about the property that may impact on the decision for an average consumer to enter into a legal tenancy agreement. We may ask the Landlord to confirm and prove any particular point about the Property, in which case the Landlord must assist us to the best of his knowledge. The Landlord must tell us if he becomes aware at any time of any inaccuracy in the

letting particulars, advertising, or other information which we produce relating to the Property. The Landlord must instruct his solicitors to answer any questions WSR puts to them about the Property or its legal title.

#### **14. LEGAL PROCEEDINGS**

Where legal proceedings are threatened or taken a separate fee will be charged as outlined in schedule 3 along with independent solicitors' charges unless the Landlord has taken out rent guarantee insurance where solicitors' costs will be covered by Homelet, however, charges for court attendance by WSR will still be payable in accordance with schedule 3.

#### **15. AUTHORITY**

The Landlord acknowledges that he grants authority to WSR to act on his behalf and to do all things necessary in relation to the provision of the Services as contemplated by this Agreement

#### **16. VARIATION**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties

#### **17. ASSIGNMENT**

This Agreement may not be assigned by the Landlord without the prior written consent of WSR.

#### **18. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the Courts in England.

#### **19. NOTICES**

Any notice given in connection with this Agreement shall be in writing and served by hand or by first class post. Any notice sent by: -

- (1) hand shall be deemed delivered on the working day following the day of delivery;
- (2) first class post shall be deemed delivered two working days after a correctly addressed and stamped envelope containing the notice is posted

## **20. SEVERABILITY**

The terms of this Agreement shall be deemed separate and if any provision of this Agreement is held to be invalid for any reason, the remainder shall not be deemed invalid but remain in full force and effect

## **21. COMPLAINTS HANDLING/OMBUDSMAN SCHEME**

21.1 We are members of a property ombudsman scheme and follow their code of conduct. Details of the scheme can be found at [www.tpos.co.uk](http://www.tpos.co.uk)

21.2 As a regulated agent we operate an internal complaint handling procedure, details of which are available on request.

## **22. DATA PROTECTION**

Walker Singleton is committed to ensuring your privacy and our use of your personal data is outlined in our privacy policy which can be viewed on our website [www.walkersingleton.co.uk](http://www.walkersingleton.co.uk)

## SCHEDULE 1

### Letting Only Services

The Letting Only Service is designed for Landlords who wish to manage the Property themselves, once a suitable tenant has been found by WSR. The service includes: -

- (1) advertising the Property on WSR's full colour rental list, including internal and external photos, internal measurements, floorplan, directions and full description;
- (2) preparation of the Tenancy Agreement;
- (3) provision of a keyholder service (the keys will be held at WSR's offices and therefore will be covered by WSR's professional insurance);
- (4) advertising property through numerous property portals
- (5) signing up of the Tenant;
- (6) collection of the first month's rent; and collection of a bond not exceeding a value equivalent to five weeks rent
- (7) the Landlord will be responsible for registering the tenant's deposit in an approved scheme within the current required timescales from the commencement of the agreement. WSR has no liability for any loss suffered if the Landlord fails to comply.

### The Fee/Payment Terms

1. The fee for this service is set out in Schedule 3 and is wholly **exclusive** of any external advertising or marketing expenses, court appearances and any arrears or possession proceedings.
2. The fee will be deducted from the first month's rent prior to it being forwarded to the Landlord. If the first month's rent is for any reason not paid through WSR or the first month's rent is not sufficient to cover the fee, the Landlord will pay the fee to WSR within **7** days of the Tenant taking occupation.
3. Following signature of the Tenancy Agreement WSR will forward payment of the first month's rent and the deposit to the Landlord together with a copy of the Tenancy Agreement and this Agreement will come to an end.

4. WSR will, on request of the Landlord, provide a renewal service in respect of the Tenancy Agreement once it has expired. The fee for this service is **£95 plus VAT**.

## SCHEDULE 2

### Property Management Service

The Property Management Service provided by WSR will comprise all of the services detailed in Schedule 1 together with: -

- (1) collection of the monthly rental;
- (2) holding of the deposit and ensuring registration through the TDS;
- (3) provision of rent statements at the month end detailing income collected and deductions made;
- (4) transfer of rents, less the management fee to the Landlord's designated bank account
- (5) day to day management of the Property including dealing with all repairs and ensuring the Property meets all safety regulations;
- (6) instructing the inventory and dilapidation inspection reports and reviewing the contents of the completed reports;
- (7) undertaking accompanied viewings;
- (8) payments to service personnel, i.e. gardeners, daily cleaners and window cleaners;
- (9) periodic checks (should access be granted by the tenant) on the Property to determine that the terms of the Tenancy Agreement are being adhered to by the Tenant and the Property is being kept in a good state of repair;
- (10) rent control and chasing late payment of rent
- (11) conducting sign up of the Tenant at the commencement of the Tenancy Agreement and advising on any bond deductions at termination of tenancy.

This service does not include solicitors' costs incurred for court proceedings or court appearances by WSR in relation to arrears or possessions proceedings.

### The Fee/Payment Terms

1. The fees are set out in Schedule 4 and are wholly **exclusive** of any court appearance and possession proceedings.



2. The fee will be deducted from the first month's rent prior to it being forwarded to the Landlord. If the first month's rent is for any reason not paid through WSR or the first month's rent is not sufficient to cover the fee, the Landlord will pay the fee to WSR within 30 days of the Tenant taking occupation.
3. WSR will under the terms of this Agreement act on the Landlord's behalf and will be responsible, subject to consent from the Landlord, for dealing with all repairs, annual gas safety checks and ensuring that the Property meets all current safety regulations and statutory obligations as well as day to day management of the Property.

## SCHEDULE 3

### Fees

#### **Let Only Services**

A fee equivalent to one month's rental income (min. £480)  
(inclusive of first tenant reference, additional references charged at £30)

#### **Property Management**

Letting Fee £480 or 50% First Month's Rental Value (whichever is the greater)  
(inclusive of first tenant reference, additional references charged at £30)  
(inclusive of annual periodic inspections)

Commission charges – 12% of rents billed  
(Note: commission remains payable against rent arrears, unpaid rent or any agreed rent-free periods or incentives)

Legal Protection Insurance (optional) - £420 (annual premium)

#### **Inventory/Dilapidation Reports**

Unfurnished	£114
Furnished	£228

Fees subject to review dependant on variations to third party supplier costs.

#### **Deposit Protection (TDS)**

Administration fee	£30 annually
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#### **Check Out**

Administration fee	£114.00
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#### **Adhoc charges:**

#### **Dealing with a deposit dispute**

Administration fee	£114.00
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#### **Serving a section 21 notice**

Administration fee	£60.00
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#### **Serving a section 8 notice**

Administration fee	£60.00
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## SCHEDULE 4

### 1. **The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and 1993 (as amended)**

It is an offence punishable by a fine and imprisonment to supply or provide furniture in a let property which does not comply with the fire resistance requirements contained within current fire and furnishings' legislation.

The current legislation states that all soft furnishings supplied when letting a property must meet the official fire resistance standards by containing a permanent attached label confirming that it complies. Furniture and furnishings must pass two tests: the "**match test**" and the "**cigarette test**" to show that they are fire resistant

Where a label is not present, proof that the furniture was purchased after 1 March 1999 by producing a receipt should be evidence that the item complies with current legislation

Current legislation does not apply to carpets, curtains, bed sheets, linen, sleeping bags or antique furniture manufactured before 1950.

#### **WSR's Duty and the Landlord's Duty**

WSR's is under a duty to inform the Landlord of the current furniture and furnishings legislation prior to the let and cannot knowingly let the Property on behalf of the Landlord where the furniture provided does not comply with current legislation.

WSR will inspect where possible all furniture provided by the Landlord for the Property before a letting commences, but it is your duty to ensure that the furniture is checked during the currency of the let and remains compliant with the regulations, and to ensure that no additional furniture is introduced into the Property which does not comply with the regulations.

### 2. **The Electrical Equipment (Safety) Regulations 1994 (as amended)**

All electrical equipment supplied as part of furnished accommodation must comply with the regulations and be "**safe and of no risk or injury to human or animal**". The legislation requires that when electrical equipment is supplied, a check of the fuse box earth bonding, all fuses, electrical plugs plus the actual appliance and lead be made to determine that they are safe to use. Manufacturers have to insert "**SE**" marking on all packaging to confirm the appliance has been tested and is safe under the current legislation. You, the Landlord, confirm that the wiring at the

Property, in both the electrical equipment fixed in the Property and in the building itself, meets all electrical and fire safety regulations.

You acknowledge that all such equipment must be checked annually and agree to ensure that a suitably qualified contractor is instructed to do so annually. Before a formal lease can be signed, a certificate must be issued by a qualified contractor, and it must be initialled annually thereafter.

### **The Plugs and Sockets (Safety) Regulations 1994**

Again, the current legislation states that electrical plugs or adapters, and their fuses, must be safe if they are for domestic use. Furthermore, appliances with a maximum voltage of 240 volts and all sockets within the property must be safe. "Safe" means so as not to cause any "risk of death or personal injury to humans or pets, or risk of damage to property".

You, as the Landlord, confirm that such equipment is compliant with the current legislation.

### **3. Gas Safety**

The current legislation applicable to all rented properties with gas installations requires that all gas installations and maintenance of gas fittings, appliances, meters, pipework and ventilation flues whether furnished or unfurnished, residential are checked for safe use. (Portable appliances fuelled by Calor Gas propane or other liquid gases are included)

The following must be examined as a minimum: -

- the effectiveness of any flue;
- the supply of combustion air;
- the appliance operating pressure and heat output;
- the appliance operation so as to ensure safe functioning

A competent GAS SAFE registered gas engineer has to issue a gas safety certificate or report annually, valid for 12 months, showing that all the gas safety checks under the legislation have been carried out and **have been passed as safe for use before the tenancy can commence.**

A copy of the gas safety certificate or report is sent to the Landlord or WSR to keep on record for up to two years and a copy left for at the Property for the Tenant as proof that the Property is safe at the start of the tenancy. A gas safety certificate or report must be provided to the tenant within 28 days.

Items that fail the gas safety check will be shown on the gas safety certificate or report stating the defects or repairs required, or possibly in some cases condemning items which have serious faults and are a risk to the Tenant's health and safety. Items listed as failed should not be used by the Tenant and it is for the Landlord or WSR (at the Landlord's request), to put these faults right and have them re-checked immediately before a gas safety certificate or report can be issued and the Tenants able to move into the Property

The Landlord must also make sure that where the gas meter to the Property is locked that the Tenant is provided with a key to access it. No instantaneous water heaters should be installed in any room used for sleeping accommodation in the Property and where water heaters are installed in such rooms as bathrooms or kitchens that they are "room sealed" or fitted with a safety control device. Landlords are not responsible for the safety of any gas appliance supplied by the Tenant to the Property, although the Landlord is responsible for common flues that serve both an appliance owned by the Tenant and one owned by the Landlord

The Landlord cannot leave it up to the Tenant to arrange for a gas safety check to be carried out. It is the Landlord or WSR's responsibility (at the Landlord's request) to arrange this

The Landlord or WSR must also show that "all reasonable steps" have been taken if ever access to the Property is not possible or the Tenant has refused the Landlord access to carry out a gas safety check or repairs. **The Landlord has a statutory legal right to access the Property to carry out visits and repairs by giving 24 hours' notice in writing to the Tenant although the Landlord or contractors cannot force access even when 24 hours' notice has been given**

Where there is a Tenant in occupation, that Tenant falls within the definition of "the Responsible Person" and has the prime and initial duty to comply with statutory requirements whilst at the Property. This means that it is the Tenant's responsibility to inform the Landlord immediately of any unsafe gas installations or supply at the Property during the Tenancy.

#### **4. Smoke Alarms**

Unless other legislation requires a higher standard of fire warning, a minimum of one smoke alarm per floor must be provided at the Property. If insufficient smoke alarms are present when the inventory is compiled, WSR is authorized to arrange installation of additional alarms. The Landlord agrees that WSR can check any alarm is operational and install new batteries at the start of every tenancy. All costs relating to the implementation of this clause shall be borne by the Landlord and deducted from the rent if possible or paid within 7 days of a written demand.

Primary responsibility for the adequacy and functionality of smoke alarms remains with the Landlord in spite of this clause.

#### **5. The Control of Asbestos at Work Regulations 2002**

We shall have no responsibility under these regulations. You, as the Property owner, are responsible for ensuring compliance with these regulations.

**The above regulations are subject to change. You accept responsibility for ensuring that any amendments to existing legislation, and any new legislation, are fully met. You accept that we have the right to undertake mandatory inspections, and sometimes to carry out mandatory work, in order that we comply with our duties under legislation. If we undertake to carry out any checks or work which it is your duty to carry out, we do not accept responsibility for doing the work or checks. If we do carry out any such work or checks for you, you shall pay us our reasonable fees for doing the same, in addition to any other fees due from you to us.**