

# Webbers Property Management Agency Agreement



This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Webbers Property Management who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent".

The purpose of this document is to set out clearly and concisely the extent of the service offered and the scale of fees charged.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

**PROPERTY:**

## **FULL MANAGEMENT SERVICE**

The Full Management Service as listed in the accompanying Landlord Guide includes:

1. Carrying out a full property appraisal including advice on legal requirements, property safety and market rent
2. Organising and renewing where applicable the following: An Energy Performance Certificate, Landlords Gas Safety Test & Certificate, periodical electrical test, Legionella risk assessment, & fire risk assessment, to be carried out by suitably qualified contractors at additional cost. The agent can provide estimates of costs.
3. Advertising and marketing the Property.
4. Carrying out accompanied viewings
5. Interviewing prospective tenants and taking up full references including financial reference, an employer or previous landlord reference. Where necessary, additional security would be requested by means of a guarantor.
6. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts and serving on the tenant all legally required Prescribed Information.
7. Collecting the first month's rent and as appropriate, collecting a deposit from the tenant, managing and registering this deposit as per Legal requirements and the terms of the Tenancy Deposit Scheme together with issuing relevant Statutory certificates
8. Liaising with the Local Authority and service companies (principally electricity, gas & water) for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy.
9. Testing and recording of all smoke and carbon monoxide alarms as per legal requirements
10. Collecting the rent monthly and paying over to the Landlord monthly (paid once funds are cleared) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord by email.
11. Periodic inspections of the Property and preparation of an inspection report.. Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent and may incur an additional cost.
12. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
13. Providing an out of hours emergency contact service for tenants.
14. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
15. Collecting and forwarding Landlord's mail, at cost of postage.

## **LETING & RENT COLLECTION SERVICE**

Where the Landlord requires the Agent to find a suitable tenant, continue to collect of rents and ensure compliance with the deposit service items 1 - 10 of the full management service as listed above will apply. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the property and its contents, property inspections and the renewal of legal and safety certificates.

## **TENANT FIND SERVICE**

Where the Landlord does not wish the Agent to undertake management of the property (either the Letting Service or Full Management Service) the Agent can provide a Tenant Find Service. The Tenant Find Service includes only items 1 to 9 of the Full Management Service as listed above. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the property and its contents, property inspections and the renewal of legal and safety certificates.. The fee for this service is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. Any shortfall will be invoiced separately. The Agent will arrange for the tenant to pay all future payments direct to the landlord. If the tenant leaves prior to the end of the term of the tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

### Scale of Fees

The following fees include VAT at the current rate of 20%

	<b>Full Management Service:</b>	<b>Letting &amp; Rent Collection Service:</b>	<b>Tenant Find Service:</b>
<b>Monthly commission:</b>	12% of rent due. Including tenancy management, renewal of safety certificates, out of hours service, periodic property inspections and rent collection	10% of rent due. rent collection	N/A
<b>Tenancy Set-up Fees:</b> Covers all advertising & marketing costs, drawing up the initial tenancy Agreement, registering deposits and issuing Prescribed Information.	£150.00 taken from the first month's rent.	£150 taken from the first month's rent.	Equal to 100% of the first month's rent  £30.00 to register deposit and issue Prescribed Information and certificates.
<b>Preparation of Inventory &amp; Schedule of Condition</b> including photographs:	£150.00 (unfurnished) £210.00 (furnished)	£150.00 (unfurnished) £210.00 (furnished)	£150.00 (unfurnished) £210.00 (furnished)
<b>Any requested Property Inspections:</b> Including detailed condition report	£60.00	£60.00	£60.00
<b>Rent review:</b> Includes a market review, advising tenant and issuing legal notice	£60.00	£60.00	£60.00
<b>Renewal of Tenancy Agreement:</b> Includes providing an up to date fixed term contract and all necessary Prescribed Information	£60.00	£60.00	£60.00
<b>Issuing Notice of Seeking Possession:</b> Includes advising tenant, issuing legal notice and Prescribed Information, hand delivery and posting notices	£90.00	£90.00	£90.00
<b>Check out Inventory at end of the tenancy:</b> Includes liaising with all parties, pre-tenancy check out pack, dealing with disputes, organising contractors, liaising with deposit scheme	£150.00 (unfurnished) £210.00 (furnished)	£240.00 (unfurnished) £300.00 (furnished)	£240.00 (unfurnished) £300.00 (furnished)
<b>Additional Agency Fees</b>			
Preparation of paperwork for tax return:	£30.00	£30.00	N/A
Redirection of mail:	Cost of postage	Cost of postage	Cost of postage
Minimum Fee (in case of early termination)	£720.00	£720.00	£480.00
Legionella Risk Assessment	£90.00	£90.00	£90.00
Energy Performance Certificate	£90.00	£90.00	£90.00
Land Registry Search	£6.00	£6.00	£6.00

**Fee examples:****Full Management Service:**

So for example if your property were to achieve £500 per month you would be charged £60.00 per month in management commission. In month 1 only, there is an additional charge of £150.00 as the set-up fee and £150.00 as the unfurnished Inventory fee.

**Letting & Rent Collection Service:**

If your property were to achieve £500 per month you would be charged £50.00 per month in management commission. In month 1 only, there is an additional charge of £150.00 as the set-up fee and £150.00 as the unfurnished Inventory fee.

**Tenant Find Service:**

If your property were to achieve £500 per month you would be charged £500.00 (including VAT). In month 1 only, there is an additional charge of £150.00 as the unfurnished Inventory fee. Plus £30.00 to register the deposit if you require us to.

We will require evidence of ownership such as a Land Registry document or mortgage statement, if you are unable to provide this, then Webbers can carry out a search via the Land Registry website at the cost of £6.00 which will be deducted from your first months rent.

## Terms of Business

### 1. GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease.

To comply with The Property Ombudsman Code of Practice the Agent will require evidence of ownership before marketing such as a Land Registry document, current mortgage statement or consent to let.

Should you be a leaseholder, normal maintenance or management company charges will remain your responsibility.

Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee.

The Landlord authorises the Agent to carry out the various usual duties of property management.

The landlord is responsible for providing the Agent details of any restrictive covenants before any Tenancy Agreement is created.

The landlord has received a copy of the Webbers Landlord brochure and accepts the terms of operation and advice Webbers Property Management provides.

The Landlord also agrees that the Agent may take and hold deposit to comply with the requirements of any tenancy deposit scheme that may apply to that deposit.

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

The Agents is a member of The Royal Institute of Chartered Surveyors who provide a Client Money Protection Scheme.

The Agent operates a complaints handling procedure and is a member of the Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk), 01722 333306).

### 2. SALE OF THE PROPERTY:

In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable to the Agent on completion of the sale at the rate of 1% of the sale price, plus VAT.

### 3. LIABILITY FOR TENANT DEFAULT:

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

### 4. REASONABLE COSTS AND EXPENSES:

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

### 5. MAINTENANCE:

**5.1** The Landlord agrees to provide the Property in good condition to let and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. **Subject to a retained maximum expenditure limit of £150 on any single item or repair, and any other requirements or limits specified by the Landlord, under the Full Management Service the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property.** 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord. The agent provides an out-of-hours contact service for tenants, for emergencies (where the property or tenant are at immediate risk of harm) only. In such instances a contractor will be asked to attend and the Landlord will accept any consequential costs.

**5.2** For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavors have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

**5.3** Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way. If a third party requires the Agent to attend the property then a reasonable administration charge may be levied to compensate the Agent for their time and expenses.

**5.4** The Agent reserves the right to earn an additional fee from third party individuals that carry out any work on or in relation to the property and tenancy. As part of the referencing process the agent will a utility company "Homeshift" with the applicants details who will provide broadband, gas and electric quotes. It is declared that the Agent will earn a commission of £20 including VAT for each of these services taken by the tenant. The Agent declares that they will earn a commission from Repoist (see 13.8).

**5.5** The agent will require 3 full sets of keys for the property. Two full sets will be provided to the tenants and one full set will be retained by the agent for access as required. Any additional key requirements will be discussed by the Agent with the Landlord.

**5.6** Should the Landlord require the Agent to use their own contractors then a list of these must be supplied. The Landlord accepts responsibility to ensure the contractors are qualified and suitably insured and a copy of their documents must be supplied to the Agent.

## **6. OVERSEAS RESIDENTS:**

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. The agent will require a letter of notification of approval from HMRC. In this situation, the Agent also requests that the Landlord appoints an accountant in order to manage correspondence with the Inland Revenue. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted. Tax obligations can change, and you are strongly advised to seek professional advice and/or contact HMRC.

## **7. COUNCIL TAX:**

Payment of Council tax will normally be the responsibility of the tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the property. The local council may offer a tax free period for properties that are unfurnished and unoccupied, although any grace period may commence once a tenant vacates rather than when the tenancy formally ends.

## **8. SERVICES:**

The Agent will take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. The agent cannot be held liable for inaccurate readings if the correct serial number has not been supplied as part of this Agreement. If the agent is unable to read a meter then the relevant service company will be asked to read the meter. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail. Landlords are required to supply a working TV Ariel and telephone line at the property.

## **9. INVENTORY:**

The deposit protection schemes advise that all landlords need to be protected by a good inventory and condition report from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. The Agent will not move furniture or white goods, or test appliances, plumbing or heating which are expected to be working. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The Agent will require lofts, eaves and cellars to be empty at the start of the tenancy and for health and safety reasons these areas will not be inspected. The standard inventory service will include a full schedule of condition. Evidence of condition or damage (i.e. photography) will be prepared as required. The Agent will not carry out a formal check out of the property if they or their appointed clerk has not prepared the initial inventory.

## **10. TENANCY AGREEMENT:**

The Agent can prepare a tenancy agreement and if required, at additional cost, provide a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). If the property is subject to a headlease, the Landlord agrees to advise the Agent and provide a copy of the lease prior to tenancy agreements being raised. A sample tenancy agreement will be supplied to The Landlord as part of The Agents referencing procedure. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

## **11. NOTICES:**

The Agent will, as necessary, serve and sign on behalf of the landlord the usual legal notices on the tenant(s) in order to terminate the tenancy, increase the rent, or for any other purpose that supports the good management of the Property, or the timely return of the deposit at the end of the tenancy.

## **12. HOLDING DEPOSITS PAID BY APPLICANTS:**

The Agent will ask a tenant to pay to a holding deposit to demonstrate a commitment to rent the property whilst referencing checks take place. This is capped by Law at one week's rent. The Agent can only accept one holding deposit for one property at any one time. The Agent must refund the holding deposit where a tenant later enters into a tenancy agreement, the landlord decides not to rent the property, an agreement is not reached before the 'deadline for agreement' (and the tenant is not at fault), or if the Landlord imposes a requirement that breaches the ban and/or act in such a way that it would be unreasonable to expect a tenant to enter into a tenancy agreement. The 'deadline for agreement' for both parties is usually 15 days after a holding deposit has been received by a landlord or agent (unless otherwise agreed in writing). A holding deposit will be retained by the Agent to cover their costs where a tenant provides false or misleading information, fails a right to rent check, withdraws from a property (unless a landlord or agent imposed a requirement that breached the ban or acted in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them) or fails to take all reasonable steps to enter into a tenancy agreement and the agent takes all reasonable steps to do so

## **13. TENANCY DEPOSITS:**

**13.1 Deposits** Upon signing the tenancy agreement, the Agent will take a dilapidations deposit from the tenant(s) in addition to any rents due. The purpose of the dilapidations deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy. All Fees, deposits and rent are paid into the following account: Clients Management Account, Sort Code 30-90-49 Account Number 39733269, Lloyds Bank, Cross Street, Barnstaple, EX31 1BE. The account will earn interest, which is retained by the Agent.

**13.2 Statutory Tenancy Deposit Protection.** Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt.

**13.3 Tenancy Deposit Information.** Where statutory tenancy deposit protection applies to a tenancy deposit, the Agent will provide to the tenant within 30 days the following information required from the Landlord by the Housing Act 2004: -

- (a) information on the particular scheme under which the tenancy deposit is protected;
- (b) compliance by the Landlord with his obligations under the Act and
- (c) prescribed information for the tenant.

### **13.4 Requirements of The Tenancy Deposit Scheme:**

The Agent is a member of the Tenancy Deposit Scheme, which is administered by the Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts HP1 9GN

Phone 0300 037 1000  
web [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)  
Email: Deposits@tenancydepositscheme.com  
fax 01442 253193

**13.5** If the Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the Tenancy Deposit Scheme. The Agent holds tenancy deposits as Stakeholder (if not already specified with the Tenancy Agreement).

### **13.6 At the end of the tenancy covered by the Tenancy Deposit Scheme**

- If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- If, after 14 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication (subject to 3 below). All parties agree to co-operate with any adjudication.
- The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
- If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline the Agent.
- The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

### **13.7 Where the agent allows the landlord to hold the deposit outside TDS**

1. If the Landlord decides to hold or register the Deposit themselves we will transfer it to you within five days. Failure to adhere to deposit protection legislation can have significant financial and practical penalties.

More information on the requirements of the deposit protection schemes are available on the following web site(s) and landlords are strongly advised to familiarise themselves with their legal responsibilities.

<http://www.direct.gov.uk>

### **13.8 "Reposit"; an alternative to paying a deposit**

Tenancy Deposits are capped by Law and The Agent is only able to accept a sum equal to 5 weeks rent. The Agent is therefore prevented from accepting an additional payment such as "pet deposits". As an alternative to a 5 week deposit, The Agent will offer potential tenants the option of paying a service charge to "Reposit" (<https://reposit.co.uk/>) who will provide up to 8 weeks protection. The Agent will provide The Landlord with a guidance leaflet from Reposit which explains the scheme in detail and full terms and conditions are available on their website. As with traditional deposits, the tenant can challenge any proposed charges or deductions at the end of the tenancy and in the event of such a situation the matter can be referred to the Reposit arbitration service who's decision is final. Whenever a tenant chooses to use "Reposit" the Agent receives a commission equal to 5% of a months rent, which on average is £35. We will require your confirmation that we can offer Reposit as an alternative to a traditional deposit.



#### **14. INSPECTIONS & END OF TENANCY CHECK OUT:**

**14.1** Under the Full Management Service, the Agent will carry out periodic inspections. These typically will be 2 inspections within 6 months and then further inspections every 6 months thereafter. Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage or move heavy items or those belonging to the tenant. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. The Agent cannot be held accountable in the event of an inspection being delayed due to circumstances beyond our control. Tenants have a statutory right to "quiet enjoyment" and although rarely exercised, can prevent access. In the event of a delay the Agent will organise an alternative inspection to be completed. We do not, for health and safety reasons inspect attics, lofts, eaves and cellars.

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

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

**15.1** The Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the tenant. Where the deposit is subject to statutory tenancy deposit protection or protection via the "Reposit" scheme, and a dispute cannot be resolved between the parties, then it may be necessary to submit a claim to the relevant tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process. In such situations all parties are bound by the decision of the arbitrator.

**15.2** The Landlord accepts that in some situations it may be necessary for the Agent to instruct contractors to attend to necessary works that may be the liability or responsibility of the tenant. If at this stage it has not been possible to deduct monies from a deposit the Landlord accepts they may be liable for such costs, pending any reimbursement from the tenant and/or deposit.

#### **16. TERMINATION:**

**16.1 Termination of Agency Agreement** This Agreement may be terminated by either party by way of two months' written notice, served to coincide with the rent due date of the tenancy. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee (as listed on pages 3 & 4). Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

**16.2 Tenancy Agreement** The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months and this needs to be given even in the case of a fixed term tenancy which is due to expire.

**16.3 Agreements signed away from the Agents office.** Where this Agency Agreement is cancelled using early termination rights granted under any consumer protection legislation that provides for an initial 'cooling-off' period, then the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out their duties before the cancellation of the contract. The required cancellation notice is available at the end of this agreement.

#### **17. SOLE LETTING RIGHTS:**

It is agreed that only the Agent may let the Property.

#### **18. SAFETY REGULATIONS:**

**18.1** The letting of property is closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided.

**18.2** The Landlord confirms that they are aware of their obligations and that the Agent has provided sufficient information in the form of advice, explanatory leaflets and brochure accompanying this Agreement to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with regulations. Under the Full Management Service the Agent, upon instructions from the Landlord, will ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.

### **18.3 CONSUMER PROTECTION REGULATIONS:**

There is a legal duty to disclose anything that might influence a consumer's transactional decision. Any matter that could affect a tenants decision to apply to rent a property should be brought to their attention at the earliest stage. The landlord confirms that they will advise the Agent of any such matters in writing that could affect a tenants decision to view or rent the property.

### **19. INSTRUCTIONS:**

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

### **20. VALUE ADDED TAX:**

For your convenience, our fees stated include VAT

### **21. INSURANCE:**

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let. The Landlord is responsible for the direct administration of any claims arising during the period of management with their insurance company. The Agent will support the Landlords insurance claim where possible although this may incur a reasonable administration charge to cover any costs.

### **22. HOUSING BENEFIT:**

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment, which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

### **23. LEGAL PROCEEDINGS:**

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal and Court fees, and any related costs.

### **24. POLITICALLY EXPOSED PERSONS:**

Politically exposed persons (PEPs) are individuals whose prominent position in public life may make them vulnerable to corruption. The definition extends to immediate family members and known close associates. PEPs can be:

- heads of state, heads of government, ministers, and deputy or assistant ministers
- members of Parliament
- members of courts of auditors or of the boards of central banks

The full definition of a PEP is set out in the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. Further information can also be found here: <https://www.lawsociety.org.uk/support-services/advice/articles/peps/> If there is a possibility that you could be a PEP please bring this to our attention at the earliest opportunity.

## 25. ADDITIONAL DEFINITIONS

<b>Agent:</b>	Webbers Property Management
<b>Deposit:</b>	A deposit will be taken from the tenant to protect the landlord against loss of rent or damage to the property. See clause 13 for more details.
<b>Reposit:</b>	An alternative to a “traditional” deposit allowing a tenant to pay a service fee which provides landlords with end-of-tenancy protection. See clause 13.8 for more details.
<b>ICE:</b>	The ICE (Independent Case Examiner) is defined to be that person appointed by the Tenancy Deposit Scheme to examine those disputes that have been referred to the Tenancy Deposit Scheme
<b>Member</b>	The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the deposit
<b>Stakeholder</b>	Refers to how the deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme
<b>Landlord</b>	The sole or joint owners of a property

I wish the Agent to provide the following management service: **(please tick as appropriate):**

Full Management Service	
Letting & Rent Collection Service	
Tenant Find Service	

I am happy for the tenant to be offered <b>Reposit</b> as an alternative to a traditional deposit (see 13.8)	Y/N
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I require Webbers to conduct a Land Registry Search	Y/N
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I wish the Agent to organise the following

An Inventory & schedule of condition		An Energy Performance Certificate	
Periodic Electrical Inspection		Landlords Gas Safety Inspection	
Legionella Risk Assessment		Oil appliance service	
Chimney sweep		Private water testing/filter change	
Empty septic tank		Carpet cleaning	
Property clean		Gardening	

If any of the above have been completed please provide The Agent with relevant certificates or invoices

**YOUR AUTHORITY TO PROCEED**

Clients should carefully read and understand the above terms of business before signing. All legal owners must sign this Agreement.

I/we confirm that we are the sole/joint owners of the Property known as:

.....

Full name.....

Signed: .....

Date: .....

Full name.....

Signed: .....

Date: .....

Signed on behalf of the Agent: ..... Date: .....

<p><b>Address of Property to be let:</b></p> <p>Post Code:</p> <p>Agreed rent: £                      (per calendar month)</p> <p>Has consent to let been granted and for what period?</p> <p>Yes / No/not applicable</p>	<p><b>Owner/Owners Details:</b></p> <p>Full Name(s):</p> <p>Correspondence Address:</p> <p>Postcode:</p> <p>Tel No:</p> <p>Mobile No:</p> <p>Email:</p>
<p><b>Considerations:</b></p> <p>Available from:</p> <p>Period Available:</p> <p>Any Special Conditions? Eg restrictive covenants or Head leases.</p>	<p><b>Your Bank / Building Society details:</b></p> <p>Account Name:</p> <p>Account No:</p> <p>Sort Code:</p>
<p><b>If applicable, Power of Attorney details:</b> Please attach relevant form/letter</p> <p>Name:</p> <p>Address:</p> <p>Post Code:</p> <p>Telephone:</p> <p>Email:</p>	<p><b>Emergency/next of kin details:</b></p> <p>Full Name:</p> <p>Tel Number:</p> <p>Email:</p>
<p><b>Insurance Companies</b> Please include name of insurer &amp; policy No's.</p> <p>Building:</p> <p>Contents:</p> <p>Have your insurers been advised of the let? Yes / No</p>	<p><b>Service Contracts/Preferred suppliers</b> For central heating and domestic appliances. Please include all Contract No's, renewal dates, company/contact names and telephone numbers (continue on another page if required)</p>
<p><b>Location of:</b></p> <p>Water Stop Cock:</p> <p>Fuse Board:</p> <p>Water meter &amp; serial No:</p> <p>Electric meter &amp; serial No:</p> <p>Gas meter &amp; serial No:</p>	<p><b>General Information:</b></p> <p>Alarm location &amp; code:</p> <p>Council Tax Band:</p> <p>Refuse Collection Day:</p> <p>Anything else we may need to know?</p> <p><b>Can we erect a To Let Board? YES / NO</b></p>

**Notice of the Right to Cancel**

**The consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.**

**[The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013]**

Date.....

Agent's name.....

Any relevant reference no. or property address.....

The address, (including any electronic mail address as well as the postal address), of a person to whom a cancellation notice may be given.

.....

.....

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

**Cancellation Notice to be Included in Notice of the Right to Cancel**

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named above. You may use this form if you want to but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

----- cut here -----

**CANCELLATION NOTICE**

To \_\_\_\_\_ [Agent's name or the name of the person to whom notice may be given.]

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract .....

[Agent to insert reference number, property address or other details to enable the contract to be identified. He may also insert the name and address of the consumer.]

Signed.....

Name and Address .....

..... Date.....

## GENERAL DATA PROTECTION REGULATIONS

- 1.1 By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful rental and/or property management services.
- 1.2 The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information -
  - Names and addresses
  - Contact telephone numbers
  - Email addresses
  - Personal identification information and documentation
  - Bank details
  - Information about the property
- 1.3 In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.
- 1.4 We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.
- 1.5 Your information will not be passed to a third party not listed in clause 1.6 without obtaining your consent.
- 1.6 Specifically, we will hold and use your information in the following manner
- 1.7 **Identification Details** – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

**Prospective Tenants** – Basic information about your property will be held. This information will include the property details we produced and any information you provide to us in a property information questionnaire. It will be provided to anyone who makes an enquiry about potentially viewing or letting your property.

**Viewings** – We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you would not wish a viewer to see is removed.

**Negotiating with prospective tenants** – We will negotiate with prospective tenants. This process will involve providing potential tenants with relevant personal information to facilitate a successful negotiation.

**Tenancy Applicants** – We will deal with applicants to ensure we provide you with appropriate information to decide on the acceptability of the applicant. This will involve providing you with relevant and necessary personal information about the applicant. You should ensure that you treat any information we provide to you as confidential and it must not be passed on or shared with any other person or business. Once you have made a decision you agree to securely destroy or erase this information.

**Tenants** – Once a tenancy is agreed we will only provide the tenant with your personal contact information, should there be a legal requirement to do this.

**Sub-Contractors** – We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies. A list of the third party sub- contractors is available on request.

**Contractors** – We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing. We may obtain estimates / quotes for work from these contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A full list of these contractors is available upon request.

**Utility suppliers** – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

1.8 Your details may be added to our mailing list and we may send you information regarding other relevant services we can provided to you. You will be able to unsubscribe to these emails at any time.

1.9 We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us should they believe they have a claim is 6 years. If you would like to contact us regarding any data issue, please contact Karlie Baker-Kidwell on 01271 347851 or email [karlie.baker@webbers.co.uk](mailto:karlie.baker@webbers.co.uk)

1.10 You have the following rights relating to the information we hold on you –

- The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- The right to be informed
- The right of access;
- The right to rectification;
- The right to erasure (also known as the ‘right to be forgotten’);
- The right to restrict processing;
- The right to data portability;
- The right to object.

1.11 **Time periods** – We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

More information on how we hold and process your data is available on our website [www.webbers.co.uk](http://www.webbers.co.uk)

More information on your rights is available at [www.ico.org.uk](http://www.ico.org.uk)