



Landlords Terms of Business



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Landlords Terms of Business

Definitions

1. In this Agreement the following Definitions and Interpretations apply:
 - a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
 - b. "Agent" "we" or "us" means the Agent trading from the Registered Office Address as described in the Summary Schedule.
 - c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
 - d. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
 - e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
 - f. "Occupier" means a Tenant or any other person or organisation of the Premises under a Tenancy Agreement.
 - g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them occupy the Premises whether or not it constitutes a Tenancy Agreement.
 - h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address being managed by the Agent. When the Premises are part of a larger building the Premises including the use of common access ways and facilities.
 - i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent which includes the fixtures and fittings in the Premises.
 - j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
 - k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
 - l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in the case the Tenant fails to comply with the Terms of the Tenancy Agreement.
 - m. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the consent of both parties.
 - n. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
 - o. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement
 - p. "ICE" means the Independent Case Examiner of The Dispute Service Limited. "Agreement" means this Terms of Business signed between the Agent and the Landlord.
 - q. "Commission" is charged at a rate of one month's rent of the relevant property being managed by the Agent (subject to a minimum of £500.00). Additional services will be charged as set out within this document.
 - r. "Renewal Commission" is a fee of £120.00 (plus VAT in the event VAT is payable) for dealing with the renewal, which includes our renewal tenancy agreement

Jurisdiction & Service

2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdictions in respect of any dispute under it.
3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall seemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
4. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be seemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be PO Box 4437, Cardiff, CF14 8PY.

Service Information

5. We trade as a limited company.
6. We are members of the dispute and compensation scheme operated by The Property Redress Scheme (www.theprs.co.uk).
7. We are member of the National Residential Landlords Association and subscribe to the code of conduct of that organisation.

Acts of Third Parties

8. We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.
9. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement

Termination

10. Either party has the right to terminate this Agreement in writing:
 - a. upon the Occupier's vacation of the Premises;
 - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
 - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impractical or illegal for us to continue to perform our obligations under this Agreement.
 - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
11. If we terminate this Agreement for any reason you will remain liable for our Commission as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

Assignment

12. We reserve the right to assign our rights and or obligations under this Agreement upon giving you two months' written notice.

Data Protection Act 1998

13. In order to comply with the Data Protection Act 1988 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

Interest on Clients' Monies and Commission

14. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be repainted to cover costs.

Money Laundering

15. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require you to provide us with one proof of identity, one proof of residence and one proof of ownership which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as 'Void')

List B: Proof of Residence

- Council Tax Bill
- Utility Bill
- Mortgage Statement
- Bank Statement
- Credit or Charge Card Statement

List C: Proof of Ownership

- Mortgage Statement
- Title Deeds
- Letter from solicitor confirming ownership

We apologise but we will not be able to accept printouts of online bank statements or utility bills.

If you are a public limited company, we will require a certified copy of the Certificate of Incorporation.

If the company is not quoted, we require certificate copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return

In addition we need proof of identity and residence of one of the directors of the Company.

Schedule 1: Fees & Commissions

The landlord should read the Terms of Business carefully, and in particular this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy.

Commission

1. You are responsible for paying our Commission when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
 - a. a viewing conducted by us; and/or
 - b. sight of any marketing or advertising material produced by us or by our instructions; and/or
 - c. by way of an introduction from an existing occupier for which we have previously charged a commission.

By signing this Agreement the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

The following services will be provided for the Commission:

- Market rental property on platforms including Zoopla and OnTheMarket
 - Screen suitable tenants
 - Prepare the property for occupation (including having keys cut for the tenant)
 - Produce an inventory and Schedule of Conditions
 - Draft the Occupational Contract/ Tenancy agreement, explain this to the tenant, and ensure it is signed and witnessed correctly
2. After the initial fixed term we will charge Renewal Commission if the Tenancy is renewed.

Commission Due

3. Our Commission will become due at the agreed start date of the Management Agreement and we will take payment from the monies paid by the Occupier of the Premises until our Commission and any other fees and disbursements have been paid. Should the Occupier fail to make any agreed payments our Commission, Fees and Disbursements will still be payable by you and we will invoice you accordingly.

Refund of Commission

4. We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

Management Services

5. If instructed by you, we will carry out the following services for 12.5% of the monthly rent (inclusive of VAT):
 - Periodic inspections (once within the first 12 weeks of the tenancy and then at a frequency as recommended by Property Partners based on the results of the initial inspection)
 - Assisting the tenant with any tenancy agreement queries
 - Acting as the main point of contact for the tenant throughout the tenancy
 - Rental income management (including receiving rent and chasing up late payments)
 - Managing communication with tenants regarding remedial repairs
 - Deposit registration and management (please be aware there is a TDS fee for £30.00 per tenant payable by the landlord)
 - Ongoing management of certifications (to include Gas Safety Certificates and Electrical Certificates)
 - Ensuring Legislative Compliance
 - Drafting letters and notices relating to shared facilities
 - Dealing with block management
 - Dealing with key management
 - Ensuring registration upheld with relevant bodies including Rent Smart Wales
 - Keeping client accounts and providing statements of account on request

Additional details regarding the services provided can be found in Schedule 2.

Additional Services

We can provide the following services upon request from the landlord for the fees as set out below:

- Check out inspections (including a full report) - £60.00
- Tenancy Renewal Process (to include our renewal tenancy agreement) - £120.00
- A consultancy service for tasks outside the scope of our usual retainer. This could include, for example, visiting the property to serve notices on the tenant or obtaining consent to let from a lender or superior landlord - £60.00 per hour

- You may wish for us to manage your property during a void period. We will gladly do so for a fee of £60.00 per visit. We will visit the property once a week during office hours being Monday – Friday between 9am- 5pm. We will inform you of any lack of repair or maintenance and discuss next steps.
- A fee of 20% of the total cost of any remedial repairs is charged for supervising that work.
- Supervising the partial or total refurbishment of a property will incur a fee of 20% of the total cost of the work.

Schedule 2: Agent Obligations

When we are instructed to manage a property we will do the following:

1. View the property and provide you with an indication of the current market rent achievable.
2. Market your property to inform suitable applicants of the availability of your property by advertising on Zoopla, On the Market, www.thepropertypartners.co and other websites.
3. When an applicant shows an interest in your rental properties, we will:
 - Ensure a sample Tenancy Agreement/ Occupational Contract is available for them at our offices when requested.
 - Take up references upon each applicant whenever possible. You will need to confirm that the references are acceptable. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.
4. Once a Tenant has been selected, we will:
 - Produce an Inventory and Schedule of Condition which is essential for the proper conduct of your property, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the Premises at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.
 - Prepare a comprehensive Tenancy Agreement/Occupational Contract setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence. There will be additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement. Upon signing our terms of business you are agreeing to Property Partners Services Limited signing the Tenancy Agreement and any other tenancy related documents on your behalf.
 - Arrange the cleaning of premises if instructed.
 - Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is equivalent to one month's Rent (this may be increased to 6 weeks if the tenant has pets), and try to arrange the signing of a standing order so that future Rent payments are made promptly and directly to us.
 - Accept the Deposit from the Tenant on your behalf for registration according to the clause below.
 - Register the details of the Deposit with the Tenancy Deposit Scheme.
 - Arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payment received will be sent to you within 5-7 working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.
 - Request a minimum of 3 sets of keys from the Landlord prior to the Tenancy commencing. If you do not comply we will have additional sets cut at your expense, to enable you to comply with this obligation.
 - Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record if we have not received a copy of a current Gas Safety Record five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.
 - It is your responsibility to serve Notice to end the Tenancy but we may be able to provide advice in relation to this.
 - Arrange a check out inspection including detailed list of any works required to bring the property back to a lettable condition of the Inventory if we manage the property.

Renewal

5. The Landlord should be aware that renewal (upon request) of a Tenancy is subject to an additional Fee of £120.00. We will do the following:
 - Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed, continue as a periodic Tenancy or that you will serve notice to terminate the Tenancy.
 - Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.
 - Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However if the Tenant fails to sign the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to sign them.
 - Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant received the copy signed by you.
 - Inform you that if the Tenant has an Occupational Contract and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13 (2) of the Housing Act 1998. This notice advised the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

Repairs

- We will deal with day-to-day management matters, including minor repairs up to a maximum figure of £300.00 for any one item. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £300.00. An additional supervisory fee of 20% is charged for supervising work. By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent.
- We will instruct tradesmen or any other third parties to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £300.00 except in an emergency which risks significant damage to your Premises or to the life of an individual where the amount is unlimited. You however remain liable for the payment of all invoices to tradesman.

- We will use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, we will be liable for any loss suffered.
- We will look to visit the Premises within the first 12 weeks of occupancy. Following this visit, we will propose a timetable for how often we consider it appropriate and necessary to visit the Premises. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part or every item in the Premises but enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.
- We will supervise, under certain circumstances, either the partial or total refurbishment of properties. To supervise this work we will charge a fee of 20% of the total cost of the work but subject to a minimum charge as to be decided. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.
- We will try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able arrange to meet the contractor at the Premises.

Please note the following:

- If a formal offer has been made by a prospective Tenant and you then inform us that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer. If you refuse to proceed, that Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.
- If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet cost of the costs and expenses incurred up to the sum of £200.00 including VAT.
- You must notify us of any change in your residency
- We will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.
- It is not part of our normal function to forward the Client's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office.
- If the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.
- Either party may withdraw instructions to manage the Premises upon giving two months' written notice. The management fees during the two months' notice will remain payable in full.
- Rent Protection Insurance Policy may be available subject to terms and conditions. The policy is provided by our third party referencing company and does not form part of Property Partners Services Limited's own insurance. Acceptance is subject to terms and payment of the monthly management fee as indicated. Full policy details can be provided.
- We advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.

Schedule 4: Landlord's Undertakings

Consent for Letting

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

Payments

2. It will be your responsibility to notify the electricity, water and telephone companies and the local authority the Tenant occupied your Premises. If you fail to do so the liability for the utilities may remain in your name. It will also be your responsibility to pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses.

Mortgage

3. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

Sub-letting

4. If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you have sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide reference for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

Insurance

5. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviours of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If there are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

Taxation

6. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ('HMRC') that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice of these allowances from your accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that Landlord.

7. The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk/cnr/nr_landlords.htm. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from the rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlords Scheme we shall make an administration charge as shown in Schedule 1. If the Tenant pays your direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward to HMRC on your behalf. No person or organisation is exempt from this scheme.

Rent Arrears or Breach of Covenant

8. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connections with the Premises. All costs and disbursement incurred

including legal costs and disbursements will be payable by you.

Reimbursement of the Agent

9. You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agency promptly on demand for all costs expenses and fees incurred.

Sub-Contractors

10. You permit us to use and instruct any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fee, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

Housing Act 2004

11. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily House of Multiple Occupation ('HMOs') occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified agents all losses, costs or damaged we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ('HHSRS') which is a means of measuring hazards and risk of injury at the Premises. This system applied to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

Indemnity

12. If you ask us to do anything which we consider to involved a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

Rent Smart Wales

13. It is the Landlords responsibility to register the rental property with Rent Smart Wales and if self-managing then the Landlord hereby agrees to undertake the necessary RSW training in order to obtain a Landlord Licence before a Tenant takes occupation of the property. Property Partners Services Limited are obliged to report any non compliance in this matter to Rent Smart Wales, if after 12 weeks from instruction to market the property the Landlord has not registered the property, and obtained the necessary Landlord Licence.

Schedule 5: Deposit Handing

We will collect the Deposit together with the initial Rent payment from the Tenant at the commencement of the Tenancy and hold the Deposit in a Stakeholder capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. The Deposit will also be held in an interest bearing client account. Any interest will be used to cover any bank and administration costs incurred by ourselves.

After the Tenancy ends you are entitled with the consent of the Tenant to ask us to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, or unpaid Rent and pay the balance if any to the Tenant. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum with fourteen days of the Tenant receiving that demand in writing.

Tenancy Deposit Scheme

To comply with Tenancy Deposit Protection legislation the Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255,

Hemel Hempstead, Herts

HP19GN

Phone 0845 226 7837

Web www.thedisputeservice.co.uk

Email deposits@tds.gb.com

Fax 01442 253193

If we are instructed by you to hold the Deposit, we shall do so under the Terms of the Tenancy Deposit Scheme.

At the end of the Tenancy covered by the Tenancy Deposit Scheme, if there is no dispute, we 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 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000.00 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either you or the Tenant 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. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, 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 us. We 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.

Dealing with dispute from non-AST's:

The independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by agreement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute.
- Landlord, tenant and agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £500 + VAT or 10% of the deposit + VAT whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

By signing this Agreement you agree to abide by the regulations of the TDS of which we are a member.

If we have to prepare documentations in form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

If we manage your Premises we will retain £200.00 of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Premises and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to TDS to gain compensation for his loss from the Deposit.

Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If 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.

Schedule 6: Safety Legislation

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

1. It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

Electrical Equipment (Safety) Regulations 1994

2. You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly.

Gas Safety (Installations and Use) Regulations 1998

3. It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own Contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations.

Part 'P' Building Regulations (Electrical Safety in Dwellings)

4. From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

Smoke Alarms and Carbon Monoxide Alarms

5. Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted alarms with battery back up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Premises to test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment. It is not the law that carbon monoxide alarms are fitted in the premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against the landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

Energy Performance Certificate (EPC)

6. An Energy Performance Certificate (EPC) is required rated E or above whenever a property is rented. This must be ordered before marketing the property and is valid for 10 years. The charge for the EPC is £50.00 including VAT, further copies of the EPC are available via www.hcrregister.com/ReportRetrieve

Legionella Testing Obligations

7. There is a legal duty for landlords to assess and control the risk of exposure to legionella bacteria under Section 3(2) of the Health and Safety at Work Act 1974. A simple assessment may show that there are no real risks and are being properly managed and no further action is needed. It is important to review the assessment in case anything changes in the system. Implementing simple, proportionate and appropriate control measures will ensure the risk remains low. For most domestic hot and cold water systems, temperature is the most reliable way of ensuring the risk of exposure to Legionella bacteria is minimised i.e. keep the hot water hot, cold water cold and keep it moving. Other simple control measures to help control the risk of exposure to Legionella include:

- flushing out the system prior to letting the property
- avoiding debris getting into the system (eg ensure the cold water tanks, where fitted, have a tight fitting lid)
- setting control parameters (eg setting the temperature of the hot water cylinder (calorifier) to ensure water is stored at 60°C)
- make sure any redundant pipework identified is removed.

The risk is further lowered where instantaneous water heaters (for example combi boilers and electric showers) are installed because there is no water storage. We are able to instruct a professional Legionella Risk Assessment before and at regular intervals during the Tenancy Agreement.

Schedule 7: Additional Clauses

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“the Cancellation Regulations”)

1. Notice of the Right to Cancel

- 1.1. You have the right to cancel this contract within 14 days without giving any reason.
- 1.2. The cancellation period will expire after 14 days from the day you sign this Agreement.
- 1.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email. You may use the cancellation form below but it is not obligatory.
- 1.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 1.5. If you cancel this contract, we will reimburse to you any payments received. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 1.6. Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page.

If you request in writing that we begin performance of the service and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to us your cancellation.

Cancellation Form

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

1. Give written notice by delivering, or by sending it by first class post, or by electronic mail to:

Property Partners Lettings Department
PO Box 4437, Cardiff, CF14 8PY

Email: info@thepropertypartners.org

at any time within the Cancellation Period;

Your notice takes effect as soon as it is received.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.