

Lettings Terms & Conditions

Residential Lettings Terms and Conditions of Business,
Fees and Expenses

Residential Lettings

Terms and Conditions of Business, Fees and Expenses

This agreement is made between the Landlord of the Property (as named at the beginning of this agreement) and Amison Associates Limited who agree to act as agent for the Landlord and are hereafter referred to as “the Agent”

The purpose of this document is to set out clearly and concisely the range of the letting and management service offered and the scale of commission fees charged.

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Property and Landlord Details

Property Address:

	Postcode

Name(s) of Landlord(s)

If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the Company, the Company Registration Number and Registered Office Address must appear on this form, which must be signed by an authorised signatory.

Landlord's correspondence address

Home Tel:

Mobile:

E-Mail:

Rental Account

Into which account would you like us to pay the rent?

Bank:

Branch Address:

Account Name:

Account No:

Sort Code:

Please confirm that while the Agent is letting our property, you will be resident

In the UK

Overseas

If applicable please provide your overseas address

	Postcode

I confirm that the above information is accurate:

Signature:

Date:

Signature:

Date:

Fees

Lettings and Management Service - 10% for single properties (+VAT)
8% for multiple properties (+VAT)

No initial commission or set-up fees are charged

Fees Explained

A lettings fee of xx% becomes payable once a tenant found by the agent enters into an agreement to rent the landlord's property or upon instruction from the landlord the agent takes over the management of a rented property.

The Fee will be collected from the monthly rent payment before the rent is passed onto the landlord.

Additional Fees

Additional fees will be charged in accordance with the Services outlined on Page XXX. These additional fees will be agreed with the landlord in writing in advance and will be deducted from the monthly rent

Statement

The agent will provide a quarterly statement of account to the landlord detailing all income and expenses. Copies of Tradesmans' invoices will be forwarded monthly

Rent Smart Wales

Under the Housing (Wales) Act 2014, there are legal obligations on landlords who have rental property in Wales. This obligations vary depending on the Landlord's involvement with the rental property. In short a Landlord who managed the property or collect rent for the property directly from the tenant must be licensed under the scheme. A Landlord who choses to pass the management of their property and rental collection onto an Agent must be registered. Further information can be found at <https://www.rentsmart.gov.wales/en/landlord/>

Amison Associates Limited is a Licence Agent under the Rent Smart Wales Scheme

Licence Number: #LR-75004-28652

Expires: 12/09/2021

Stress Free Lettings from Amison Associates Limited is unable to represent any Landlord who is not properly registered or licensed.

Property Details

In order for Amison Associates Limited to let and manage your property effectively please provide the following information in as much detail as possible. If required this information can be attached to the back of this document in the landlords own format.

Utility Providers:

	Name of Service Provider	Account Number	Location of Meter
Gas			
Oil			
Electricity			
Water			
Council Tax			

Domestic Appliances:

	Make & model	Age (Approx)	Warranty or service cover details	Special instructions
Boiler/central heating system				
Fridge Freezer				
Hob & Oven				
Washer/Dryer				
Dishwasher				

We will prepare a folder for the property to include general information and instructions for appliance use, please ensure that this information is made available.

Deposits and Deposit Protection

Any deposits MUST be safeguarded within 14 days from receipt, Amison Associates Limited will use the Deposit Protection Service to safeguard deposits. Amison Associates Limited will also provide the require Prescribed Information to the tenant within these 14 days

If the landlord does not wish to take a deposit from the tenant then the landlord must inform the agent prior to marketing the property.

Letting Services

Standard letting management services

- Advertising property, sourcing tenants and performing viewings
- Arranging the EPC*
- Production of details inventories including photographs
- Taking up previous Landlord references for new tenants
- Negotiating terms with tenants
- Producing tenancy agreements
- Deposit Protection (With Deposit Protection Service) and production of Prescribed Information
- Managing tenant check in
- Transferring utilities
- Rent collection and pursuing any arrears
- Monthly statement of account
- Routine repairs and maintenance*
- Payment of invoices
- Performing periodic Inspections including full reports
- Arranging annual Gas Safety checks
- Managing the tenancy including rent increases & re-possession of the property
- Managing the Tenant check out process

Additional charges*

- Energy Performance Certificates - £70
- Full Credit Referencing - From £15
- Deposit Protection Service
- Tradesmans' fees—quotes will be provided
- Fees for costs incurred should legal proceedings be required against tenants

Repairs and maintenance

The landlord warrants that the property is made available in good condition and that the property, beds, sofas and all other soft furnishings confirm to current fire safety regulations. It is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the landlord, the agent may have the emergency works carried out at the expense of the landlord.

The agent endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship, although the landlord retains the right to pursue any claim for substandard work.

Where non-emergency repairs or maintenance needs to be carried out the agent will, if required by the landlord, a quotation for the landlord to review and instruct. The agent will manage these works as part of the letting fee but the costs for works carried out will be at the landlord's expense. The agent will pay for the works to be carried out and deduct the costs from the rent received.

By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The agent will cause these to be carried out on the landlord's behalf and expense and administer the necessary inspection and maintenance records. The Agent strongly recommends that the landlord takeout a service contract for the boiler or central heating, such services are provided by British Gas and other providers and will include the provision of annual safety check and maintenance. Where such agreements exist the landlord should provide the agent with all details in order that the agent can administer the contract on behalf of the landlord.

Inspections

The agent will carry out regular inspections of the property (every six (6) months). It is not the intention that every item on the detailed itinerary is checked at this stage; the inspection will be concerned with verifying the good order of the tenancy – that the property is being used in a ‘tenant-like manner – and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) where these were felt to be unsatisfactory a more detailed inspection would be made.

As part of the tenant checking out process and full inspection would be made of the property by the agent with the tenant present, if they so choose. Testing of all appliances, heating and plumbing is not feasible during this inspection and a qualified contractor should be appointed should this be required by the landlord. Any deficiencies or dilapidations would normally be reported to the landlord along with recommended deductions or replacement values.

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 the tenants or any associated legal costs incurred in their collection. It is the landlord’s responsibility to arrange insurance cover for this eventuality.

The tenancy agreement

A tenancy agreement in the agent’s standard form will be prepared. A copy of this agreement will be made available to any interested parties as requested by the landlord. Should the landlord, his advisors or mortgages require any amendment of the contract, or require the agent to enter into any further works or correspondence a fee for this work may be requested, this fee will be discussed in advance of the work taking place. It is agreed that the agent may sign the tenancy agreement(s) on behalf of the landlord once written permission has been received.

Inventory

A detailed inventory (including photographs) will be made by the agent prior to booking in of new tenants. This is strongly recommended and will take place unless the landlord requests otherwise. The landlord can be present at the time of making the inventory if required, otherwise the inventory, along with any recommendations for repairs/maintenance will be sent to the landlord. Should the landlord require an independent inventory to be completed additional charges will apply at the landlord’s cost, the agent may agree to source and provide quotations, the agent will, however, not be liable for any mistakes or omissions.

Energy Performance Certificate (EPC)

All buildings rented in the private sector require an EPC. This certificate remains valid for 10 years. The Certificate must be available when marketing the property and to show any prospective tenants, with the full report needing to be given to a tenant (free of charge) when they take possession of the property. The agent can arrange an EPC from a register supplier at an extra cost if required.

Deposits

Upon signing the tenancy agreement the agent will take a dilapidations deposit (usually equal to one month’s rent) in addition to any rent due. The purpose of the deposit is to protect the landlord against loss of rent or damage to the property during the tenancy itself. All deposits taken by landlords for an Assured Shorthold Tenancy must be protected by a tenancy deposit protection scheme.

Amison Associates Limited are registered with the Deposit Protection Service (DPS) – Agent ID: 1628533. This registration is for the Custodial Service where the Deposit is handed over to the (DPS) for the duration of the tenancy and return one all parties agree to any reductions. This is a free service. Paid services are available. Tenants will receive prescribed information relating to their deposit, how their deposit is protected and how the scheme operates as well as where to find additional information.

Overseas residents

Where a landlord is resident overseas the agent is obliged to deduct tax from landlord's rental income. If the landlord is a resident overseas additional administration will be required and additional fees may be charged. This is to be discussed in detail where the situation arises.

General authority

The landlord confirms that they are the sole or joint owner of the property and that they have the right to rent out the property under the terms of their mortgage / lease. Where necessary the landlord confirms that permission to let has been granted and the landlord will provide the agent with documentation to confirm this. The landlord authorises the agent to carry out the various duties of property management as detailed previously.

Indemnity

The landlord agrees to indemnify the agent against any 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.

Mail

Landlords should take care to inform all parties (e.g. Banks, societies etc.) of their new address, it is not the responsibility of the agent or the tenant to forward any mail to the landlord. The Royal Mail offer a redirection service and more information is available from the Post Office.

Termination

This agreement may be terminated by either party by way of two months written notice. Where cancellation of the agreement takes place any pre-payment of fees will be returned to the appropriate party less and reasonable expenses.

The landlord shall provide the agent with any requirements for the 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. Details of any tenancy agreement being entered into will be communicated to the landlord as soon as possible.

Landlords should be aware that the legal minimum notice period to tenants is generally two months (should the contract allow for early termination) and this needs to be put in writing even in the case of a fixed term tenancy which is due to expire.

Safety Regulations

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

Furniture and Furnishings (Fire) (Safety) Regulations 1998

General Product Safety Regulations 2005

Gas Safety (Installation and Use) Regulations 1998

Gas Cooking Appliances (Safety) Regulations 1989

Electrical Equipment (Safety) Regulations 1994

The landlord confirms that they are aware of these obligations, the agent can provide additional information where required via explanatory leaflets on request to assist with compliance. It is agreed that the landlord shall ensure that the property is made available for letting in a safe condition in

compliance with the above regulations. The landlord shall ensure that all relevant equipment is checked at the beginning of the tenancy. The landlord agrees to indemnify the agent against any reasonable expense or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards.

Instructions

It is agreed that any instructions to the agent from the landlord regarding termination, proceedings, major repairs, payment or any other significant details regarding the letting, will be confirmed in writing either via email:

kirstie@amisonassociates.co.uk

or in writing to

Capel Dyffryn

Dyffryn Ardudwy

Gwynedd

LL44 2EH

By instructing Amison Associates Limited to act as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise the agent to sign any of the necessary paperwork on your behalf.

Value Added Tax

Our fees are subject to VAT at the appropriate rate (currently 20%)

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.

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 is significant rent arrears or breaches of the tenancy agreement the landlord will be advised accordingly. The agent is not responsible for any legal steps for the recovery of rent or repossession of the property, although the agent can provide advice and support to the landlord in this instance. Appearances before any court or tribunal will be by special arrangement and the fee for such attendance will be £150 + VAT per day or part thereof. The agent will not accept service of legal proceedings on the landlord's behalf.

Complaints

Should you have a problem with the agent's service this should be discussed with the agent in the first instance. Should this be unresolved complaints can be placed in writing to: -

Lesley Amison

Capel Dyffryn

Dyffryn Ardudwy

Gwynedd

LL44 2EH

Declaration

I/we declare that I am/we are the sole/joint owners of the freehold/leasehold interest in the property stated above.

I/we confirm that prior to the commencement or tenancy any furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property comply (if appropriate) with the provisions of the Furniture and Furnishings) Fire Safety Regulations 1998 as amended 1993 and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I/we have read and accept these terms and conditions of business and wish you to provide the Service(s) noted and upon terms and conditions stated herein

Signature:

Date:

Signature:

Date:
