

## **TERMS AND CONDITIONS OF BUSINESS**

**Consent To Let** - The Landlord confirms that they are the sole/joint owner of the property to let and have the consent to do so under the terms of any mortgage or head lease and can provide written confirmation of such consents if requested.

**Insurance** – Landlords must ensure and take full responsibility that the buildings and contents (if applicable) are adequately insured. A standard house hold policy is not usually sufficient.

**Tax/Non Resident Landlord** - Rental income received may be subject to tax and you are advised to contact your Inland Revenue office/or accountant to inform them of any intention to let out the property. With non-resident Landlords, the Agent will retain the current rate of tax of the net rental income as overseas tax on behalf of the Inland Revenue for any Landlord that they believe to be residing outside of the UK. Landlords can apply to the Inland Revenue for a Non Resident Landlord Approval Number by completing a NRL1 form and forwarding this to the relevant Inland Revenue office. If the property is jointly owned an Approval Number must be received for all parties. The Agent will not be held liable for refunding any monies forwarded to the Inland Revenue.

**Energy Performance** – An ‘EPC’ that is no more than 10 years old and is a minimum of an “E” grade or above is required for any dwelling offered ‘To Let’. You are currently required by law to provide this for all tenancies. Select Property Management Limited can arrange this on your behalf.

**Fire & Safety** - The letting of residential accommodation is now closely regulated with regard to consumer safety. The Landlord will indemnify the Agent against any express or penalties that may be suffered as a result of non-compliance. All properties are required by law to have working smoke detectors on each floor and carbon monoxide detectors if applicable.

**Gas Safety (Installation & Use) Regulations 1998** – The Landlord is legally obliged to have all gas appliances inspected annually by a ‘Gas Safe’ registered engineer, a Landlords Gas Safety Certificate should be provided with copies for the Agent and the Tenant. Select Property Management Limited can arrange this on your behalf.

**Electrical Safety Standards in the Private Sector (England) Regulations 2020.** – The Landlord is legally obliged to ensure the safety of electrical appliances all wiring and plug sockets in the property and the electrical supply is ‘safe’ and will not cause ‘danger’ and complies with all current statutory requirements. The regulations currently states all NEW tenancies MUST have an electrical Safety Certificate and from 1<sup>st</sup> April 2021, all existing tenancies MUST have a certificate. Select Property Management can arrange this certification on your behalf.

**The Furniture & Furnishings (Fire) (Safety) Regulations 1988** – The Landlord is legally obliged to ensure that all furniture in the Property (especially if part or fully furnished), included in the letting, provided or added during the tenancy fully comply with the Consumer Protection Act 1987 and all statutory instruments made under it including in particular The Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended in 1989 & 1993.

**Tenant Sourcing & Selection** – Select Property Management Limited receive enquiries from prospective tenants through website listings, our prominent ‘To Let’ boards, clients coming into the office and by

recommendation, all applicants are appraised and assessed before we offer a tenancy to them on your behalf. We will complete any pre-tenancy checks that we deem relevant to the tenant's application and circumstances as disclosed on their application form. Pre checks may include but would not be restricted to credit checking, income, entitlement to benefit, identity, employment and previous address/Landlord checks.

In certain circumstances a guarantor may be required, a guarantor applicant will be subject to the same relevant checks.

**Property Utilities & Services** - We will inform the service providers for gas, electric, water & council tax of a change of tenant/occupant. The cost of these services will normally be the responsibility of the tenant during occupation. HOWEVER, utility companies (gas, electric, water), rarely take our instructions as we are not the property owner or resident. We advise all Landlords to ensure that utility bills are changed into their names during void periods. Council Tax are informed and usually act upon our notification.

**Deposits** - All tenants are required to pay a security deposit, this is usually paid to Select Property Management Limited on the day that any new tenant takes occupation. Deposits are capped at 5 weeks rent by law.

Select Property Management Limited will in all circumstances (excluding 'Tenant Finding Only') – unless expressly instructed otherwise - protect the deposit with The Deposit Protection Service. If you are to organise protection yourself, you must provide full details of the scheme that you are a member of **before** any new tenancy commences.

You will be advised in writing as long as the required notice has been given by the tenant of any intention on their part to vacate. You will be advised of the procedure we undertake when conducting a 'Pass Off Inspection' within that correspondence. We are obliged to organise the return of the deposit within 14 days if there are no proposals for deductions for dilapidation, rental arrears or any other costs deemed to be responsibility of the tenant.

A guide to Tenancy Deposits, Disputes & Damages can be found at [www.depositprotection.com](http://www.depositprotection.com).

## **FULL MANAGEMENT SERVICE**

**Rent Collection** – Select Property Management Limited will arrange to collect rental payments from tenants, preferably by standing order. Payments are made directly to the Landlords nominated bank account (where provided) via BACS transfer to ensure you receive payments as quickly as possible (normally within 7 days of the due date). A statement will be sent to you with each payment.

Should a landlord agree to tenants in receipt of Housing Benefit, a guarantor will be required.

**Inspections** - To verify the general condition of the property we will carry out an inspection normally on a quarterly basis. A written report to the Landlord will be provided if there are any concerns or general maintenance issues that require attention or if the landlord request one.

**Repair and Maintenance** – Landlords have a statutory obligation to maintain their property to a good and tenantable standard, if the Landlord has preferred contractors they should state such at the point of contact when an issue is related by the managing agent.

If maintenance issues arise, we will contact you in the first instance and as much as reasonably possible obtain prior instruction from you. In the event of an emergency, in an 'out of hours' scenario, or if the property is found to be insecure or at risk of imminent or future damage then the Agent is authorised to action works as necessary. The Agent will pay for any works from rent received unless instructed otherwise. In the absence of rent the Landlord will be invoiced directly.

**Breach of contract** - We will endeavour to inform you as soon as possible in the event of any rent arrears or other breach of contract by the tenant, undertaking appropriate courses of action where necessary. Every effort will be made by Select Property Management Limited to ensure as much as reasonably possible that tenants do adhere to the terms, conditions and obligations imposed on them within the tenancy agreement.

If we have been unsuccessful in initial actions or there are significant breaches of the tenancy agreement, the landlord will be advised accordingly – it may be appropriate in some cases that a solicitor is instructed – the landlord will be responsible for instructing their own solicitor and for the payment of all legal fees and related costs incurred. Select Property Management Limited can serve notices to end a tenancy and this can be done in line with the expiry of the fixed term (Section 21) or if the tenant does not pay their rent (Section 8) – this may be done automatically as they can be time critical, please note however that a court order may be required in both instances. If court proceedings are necessary/required for possession the Landlord should be aware that not all grounds are mandatory and we advise you to take legal advice on this.

**Your mail** - Landlords are recommended to arrange the redirection of their mail to a new address.

**General** – Our aim is to take every care in managing your property, we cannot however accept responsibility for non-payment of rent, damage or other default by tenants, or any occasional legal costs incurred where we have acted correctly under the terms of this agreement or on the landlords instruction. The Landlord will indemnify and keep indemnified the Agent from and against any and all losses, damage or liability suffered from during the time the Agent has or is acting on his/her behalf.

**Termination of Management** – Should a Landlord decide to take over the management of an existing tenancy, a notice period of three months will be required in writing to be submitted to the Agent.