

RESIDENTIAL LETTINGS TERMS AND CONDITIONS

Thank you for asking Robert Bell and Company to advise and act for you in the letting of your property. We wish to confirm the agreement between us to provide both of us the certainty on how the arrangement and fees will work.

Please provide us with the information requested as it is essential for us to have the correct and full information for us to efficiently manage and comply with statutory requirements on your behalf.

I/we (on behalf of and authorised by all registered owners) hereby appoint Robert Bell and Company to undertake the following services on my/our behalf for my/our Property(ies) and subject to the charges and terms outlined below:

Tick as appropriate

- | | | |
|-------------------|---|--------------------------|
| Fully Managed | With monthly accounting | <input type="checkbox"/> |
| | With quarterly accounting | <input type="checkbox"/> |
| | Include rent protection insurance | <input type="checkbox"/> |
| Custom Management | With rent collection | <input type="checkbox"/> |
| | Without rent collection | <input type="checkbox"/> |
| | Forward details for rent protection insurance | <input type="checkbox"/> |

I/we have completed the Residential Lettings Instructions Information overleaf: ☐

I/we have read understood and agree to the Charges and Terms of Business: ☐

I/we confirm Robert Bell and Company can sign agreements and other documents on our behalf ☐

Signed: Date:

Signed: Date:

CHARGES

FULLY MANAGED

A simple approach to management where you can relax in the knowledge your property will be competently managed without incurring unnecessary additional charges. Third party fees (referencing, deposit registration, inventories, epc, compliance, repairs, etc.) are in addition and we can provide further information on these when required.

	Charge exc. VAT	Charge inc. VAT
Commission monthly accounting by email (<i>% of rent collected</i>)	10%	12%
Surcharge where rent is under £500pcm	2%	2.4%
Discount for quarterly accounting by email (<i>% of rent collected</i>)	1%	1.2%
Rent protection insurance (<i>unless paid upfront at cost +£50admin +vat</i>)	2%	2.4%
Tenancy set-up fee (<i>due on the start of each tenancy</i>)	£250	£300
<i>Limited additional charge if required</i>		
Accounts - HMRC/Overseas/Additional requests	£50 each	£60 each
Disputes - Deposits, notices/court for arrears/possession	£40/hr	£48/hr
Vacant Property inspections or arranging repairs and maintenance and compliance certificates where we are not marketing for re-let or sale or it has been marketed for re-let or sale for over 3 months.	£37.50	£45
Major Repairs or refurbishment projects - first £5,000 (<i>% of cost inc.vat</i>)	10%	12%
Major Repairs or refurbishment projects - after £5,000 (<i>% of cost inc.vat</i>)	5%	6%
Withdrawal from marketing to let prior to accepting offer/vacant properties	£150	£180
Withdrawal once tenancy has commenced	A months rent +vat	

This includes;

- liaising with you and advising you on tenancy/property management matters,
- marketing to let,
- viewings,
- completing tenancy documents including tenancy agreements and statutory requirements,
- check-ins and check-outs,
- registration of deposits and required documentation,
- rent collection,
- arrears chasing,
- dealing with tenants queries,
- actioning repairs, compliance and statutory requirements,
- two 6 monthly inspections in the first year after a tenancy commences and thereafter 12 monthly inspections,
- inspection reports and advice,
- rent reviews,
- service of notices.

CUSTOM MANAGEMENT

Our Inclusive Management offers a competitive commission and with the limited additional charges, preferential rates, and commission on rent collected not rent payable, it will often be the most cost-effective management for you. However, the Custom Management may suit if you prefer to have greater involvement. Instruct us to find a tenant and then know that we can be on hand as and when required to collect or undertake tasks at the rates below with only the need for verbal or email instructions.

	<i>Charge exc. VAT</i>	<i>Charge inc.VAT</i>
TENANT FINDING From initial advice to check-in with all required documents. Including general and rental advice, compliance check, viewings, referencing (<i>excluding 3rd party referencing fee</i>) negotiating offers, liaising with you, compiling tenancy agreements, statutory requirements, inventory (<i>excluding 3rd party fee</i>), right to rent check, register deposit and check in tenants, and check in paperwork, collection of first months rent and deposit	£415	£498
OPTIONAL RENT COLLECTION Including monthly accounting, arrears chasing, statements, referral of matters arising from tenants (<i>% of rent payable</i>)	7.5%	9.0%
Rent Collection surcharge if rent below £500pcm (<i>% of rent payable</i>)	2.0%	2.4%
AVAILABLE ADDITIONAL SERVICES		
Arranging repairs and maintenance and compliance certificates	£37.50	£45
Major Repairs or refurbishment projects - first £5,000	10%	12%
Major Repairs or refurbishment projects - after £5,000	5%	6%
Periodic inspections (or vacant property inspections)	£37.50	£45
Rent reviews	£37.50	£45
Servicing notices including s21 Notice to Quit	£50	£60
End of tenancy check out and deposit only	£50	£60
Deposit dispute	£80/hr	£96/hr
Contentious Notice to Quit, Arrears recovery, miscellaneous management	£80/hr	£96/hr
Mileage (<i>if property is more than 10miles from our nearest office</i>)	40p/mile	48p/mile
Accounts - HMRC/Overseas/Additional requests	£50 each	£60 each
Withdrawal from marketing to let prior to accepting offer	£150	£180
Withdrawal once tenancy offer accepted until agreements completed / from rent collection	A months rent +vat	

RESIDENTIAL LETTINGS INSTRUCTIONS INFORMATION

Client:	<i>Provide full names of all registered owners</i>
Property(ies) to be let:	
Correspondence Address:	
	<i>Postcode</i>
Phone Numbers:	<i>Home</i> <i>Work</i> <i>Mobile</i>
Email:	
Bank/Building Society Details:	<i>Bank Name:</i> <i>Address:</i> <i>Sort Code:</i> <i>Account No.</i> <i>Name of Account:</i>
Retention	For landlords using our Inclusive Management or Rent Collection, <u>we will hold a retention of £250</u> to allow prompt payment of any routine repairs or other expenses unless you confirm otherwise below:
Non resident landlord:	<i>Please tick as appropriate</i> Not applicable <input type="checkbox"/> I/we are non-resident and agree to the additional tax accounting fee and understand we will be required to deduct tax unless you provide the relevant forms which we can assist with. <input type="checkbox"/>
Leasehold Requirements:	<i>Please tick as appropriate</i> Not applicable <input type="checkbox"/> If your property is leasehold, please confirm you have the consent of the freeholder/management company to let your

	property and inform us of any special conditions. <i>Confirmed</i> <input type="checkbox"/> <i>and are there special conditions? yes</i> <input type="checkbox"/> <i>no</i> <input type="checkbox"/>
Mortgage:	<i>Please tick as appropriate</i> No mortgage <input type="checkbox"/> I/we have a mortgage and are aware of the need to inform them the property is being let and will make RB&Co aware of any relevant special conditions. <input type="checkbox"/>
Insurance:	I/we confirm there is appropriate buildings insurance and where required contents cover in place and will liaise with RB&Co should a claim be made. I/we note it is advised cover includes that for tenants in residence and accidental or malicious damage by tenants. <i>Tick to confirm</i> <input type="checkbox"/>
Energy Performance Certificate (EPC):	We require a current EPC prior to marketing and this must conform to the minimum requirements. If this is required, you agree to us arranging an EPC and advising you appropriately subject to the relevant charge outlined above. <i>Current rating and certificate date:</i>
Contents/Furnishings:	Please inform us of any contents and furnishings that are to remain in the property and remove all items not intended to be let with the property. Regulations require any soft furnishings to comply and have the 'carelessness causes fire' label.
Appliances:	Please provide details of any appliances in the property and leave instructions for their use. You agree to us arranging appropriate safety tests where required by legislation at your expense.
Electricity:	Regulations mean Landlords are responsible for having compliant electrical safety certificates which should be not more than 5 years old. <i>Supplier:</i> <i>Meter and fuse box location:</i> <i>Test certificate date (provide copy please):</i>
Water:	<i>Mains stop tap and meter location:</i>

Gas/Oil:	<p>Regulations mean Landlords are responsible for ensuring that all gas appliances, pipework and flues are checked annually by a registered engineer to ensure they are safe. For Oil this is good practise.</p> <p><i>Supplier:</i></p> <p><i>Meter location:</i></p> <p><i>Gas safety certificate date (provide copy please):</i></p>
Heating Type:	
Smoke and Carbon Monoxide Detectors:	<p>Regulations require properties to have smoke detectors on each floor and carbon monoxide detectors near to boilers, combustion appliances or fires.</p> <p><i>Locations:</i></p>
Solid Fuel Burners:	<i>Location and HETAS test certificate date and last chimney sweep date:</i>
Legionnaires:	<p>Regulations mean landlords are responsible for ensuring a Legionnaires risk assessment is carried out.</p> <p><i>Provide details of any risk assessment:</i></p>
Telecommunications:	<p><i>Telephone line/Broadband supplier:</i></p> <p><i>Sky: Yes/No</i></p>
Septic Tank:	<p><i>Location and last emptied:</i></p> <p><i>Is it shared and other arrangements to note?:</i></p>
Key:	<p>If there is only one set you agree to us arranging to cut a further set at your expense.</p> <p><i>Number and use:</i></p>
Preferred Tradespeople:	<p><i>Plumber:</i></p> <p><i>Electrician:</i></p> <p><i>Others:</i></p> <p><i>Although we will endeavour to use your preferred tradespeople this will not always be possible especially for urgent repairs and you will remain liable for costs incurred as usual.</i></p>
Alarm:	<i>Details/Code:</i>

Boundaries:	<i>Please provide details on maintenance of each boundary and provide annotated plan if possible.</i>
Other:	<i>Council Tax Band:</i> <i>Bin Collection Day:</i> <i>Parking Restrictions:</i>
Document Checklist:	<input type="checkbox"/> <i>Energy Performance Certificate</i> <input type="checkbox"/> <i>List of contents/furnishings to remain</i> <input type="checkbox"/> <i>Appliance details</i> <input type="checkbox"/> <i>Electrical Test Certificate</i> <input type="checkbox"/> <i>Gas/Oil Test Certificate</i> <input type="checkbox"/> <i>HETAS certificates</i> <input type="checkbox"/> <i>Chimney Sweeping Certificates</i> <input type="checkbox"/> <i>Legionnaire's certificate</i>
Third Party Fees:	<i>Confirm you agree to us instructing the following third party fees (which you will be liable to pay) when we recommend they are required:</i> <input type="checkbox"/> <i>Referencing</i> <input type="checkbox"/> <i>Deposit Registration</i> <input type="checkbox"/> <i>Inventory</i> <input type="checkbox"/> <i>Energy Performance Certificate</i> <input type="checkbox"/> <i>Gas/Oil/Electric/HATAS/Chimney/Legionnaires Certificates</i> <input type="checkbox"/> <i>Installation of Carbon Monoxide and Smoke Detectors</i>
Other Points:	<i>Please use for other information or where you have ran out of space above.</i>

TERMS OF BUSINESS

1 INSTRUCTIONS

Instructions regarding management including (but not limited to) those incurring third party charges or repairing costs and those incurring an additional management charge can be deemed to be given whether verbally, by email or in writing.

Robert Bell and Company will carry out management with all reasonable care and skill and do so on the Landlords behalf. We are unable to guarantee the suitability of tenants, timely rental payments or possession, or standard or delay of contractors work and cannot be held liable by the Landlord for such events and it is your responsibility to take (and pay for) all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings.

Each person who signs these terms agrees to be bound by them and to pay all sums due on a "joint and several" basis. This means that each of you is liable to us for the whole of any amount due to us and not just your proportionate share.

2 SOLE AGENCY

When you instruct Robert Bell and Company to find a new tenant you do as a Sole Lettings Agent and you will be liable to pay our charges to us, in addition to any other agreed costs, if at any time tenancy agreements for the property are exchanged with a tenant introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period or with a tenant introduced by another agent during that period.

3 CHARGES

Our charges associated with the marketing to let and re-letting are due prior to the tenancy commencement date with other charges due on the collection of rent or within 28 days of our invoice. Interim invoices will be raised at our discretion. Please note commission under our Custom Management is on rent due (not the rent collected) and will be invoiced in the event of insufficient funds.

If we are holding monies for you in the client account you hereby consent to us deducting our charges and expenses from these funds.

Where work undertaken is not covered by previously agreed or standard fees, fees will be representative of the time taken and complexity of the instruction. Robert Bell & Company takes a reasonable approach to fees to reflect the long-term relationship we wish to have with clients.

Any fees and charges agreed are subject to review at our discretion and if adjusted we shall provide you prior written confirmation.

VAT will be added to fees and expenses at the appropriate rate.

We reserve the right to suspend further work until payment is received. If a bill remains unpaid for 28 days after delivery, Robert Bell & Company reserves the right to charge interest. If you have any query about a bill you should contact us straight away.

4 DEPOSITS

Where we are instructed by you to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy, it will be registered with the Tenancy Deposit Scheme. We will hold deposits as stakeholder, being entitled to any interest accrued during the tenancy under the terms of the tenancy deposit scheme. We can alternatively transfer the deposit to the landlord but you must register it with another tenancy deposit protection scheme in accordance with the relevant regulations and provide us with the required information for inclusion in tenancy agreements and to be served to the tenant.

5 VACANT PROPERTIES

Robert Bell and Company are not responsible for vacant properties but may assist the Landlord with inspections subject to the relevant charge. We recommend your insurers are notified when properties are vacant.

6 SIGNAGE

If permitted in accordance with the requirements of Town & Country Planning Regulations we will arrange for a For Let board to be erected.

7 RIGHT TO CANCEL

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 if this contract is completed away from our premises, you have fourteen days to cancel this

contract and this should be in writing or by email. By signing this contract, you confirm you wish to begin immediately providing services and marketing without delay and if you decide to cancel this contract within the fourteen days, you will pay the full cost of any service provided prior to the date of cancellation.

8 TERMINATION

Once we are appointed as Sole Lettings Agent to find a new tenant under our Inclusive Management or Custom Management you can terminate our appointment by giving at least 14 days' notice in writing.

Once a tenancy commences and we are instructed under our Inclusive Management or Custom Management with Rent Collection have a minimum period of 6 months and thereafter you can terminate our appointment by giving at least 28 days' notice in writing.

In both cases you will be liable to pay the relevant Withdrawal Charge and any outstanding charges, third party fees or expenses prior to the notice expiring.

Although unlikely, Robert Bell & Company may terminate any instruction by giving you reasonable notice in writing. We may terminate any instructions immediately should there be overdue accounts, failure to provide information, or a conflict of interest.

Either you or Robert Bell and Company may terminate this agreement with immediate effect by notice in writing to the other if the other has committed a material breach of contract and such breach, if capable of remedy, has not been remedied within a reasonable time period.

Termination will be without prejudice to any claim by either party against the other in respect of any monies due to any breach of these terms.

9 CLIENT BANK ACCOUNT

All income and expenditure we receive and make on clients behalf will pass through our client account. Robert Bell & Company account strictly in accordance with the rigorous regulations of The Royal Institution of Chartered Surveyors. The account details are: Robert Bell & Company Limited Clients Account, HSBC. If any interest is earned it will be retained by Robert Bell & Company.

When cleared funds are available, we undertake to account to you net of deductions fees and retentions within 5 working days.

10 TAXATION

You are responsible to notify HMRC of the letting of the Property and for any tax liabilities arising. We also have a legal obligation to notify HMRC of the letting of your Property. If you are resident abroad we are also required to deduct the basic rate of income tax on the rental income we receive for you and to pay this to HMRC quarterly, unless you provide us with a written authority from HMRC that we can pay you without making any tax deduction.

11 MARKETING

To maximise interest in your property it is helpful for your assistance in distribution our marketing material including on social media. For the avoidance of doubt, your involvement in these activities will not change our entitlement to our fees and charges.

From time to time we will use pictures of properties in general sales campaigns, by signing this agreement you give your consent for any outside pictures of your property to be used in such campaigns

12 PROPERTY SALE

No property that has been managed by Robert Bell and Company can be marketed for sale by another agent until six months after our management has terminated unless agreed otherwise in writing. Where a property is sold to a tenant or person introduced by a tenant a 0.5% commission will be payable to Robert Bell and Company on the sale price.

13 PERSONAL INTEREST

Under the Estate Agents Act 1979 we are required to disclose any family relationship or business association between you and any of our employees/directors. Please advise now or in the future of any such relationship so we can ensure this is disclosed as required.

14 COMMISSION AND INTEREST

During the course of business Robert Bell and Company may receive referral commission or interest on deposits or client money or other income. You agree to us retaining such payments.

15 STORAGE OF DOCUMENTS

We will keep your file for a minimum of six years, except for any documents which you ask to be returned to you, and we reserve the right to destroy the file after six years without further reference to you.

16 CONSUMER PROTECTION

In accordance with the Consumer Protection from Unfair Trading Regulations 2008 and Business Protection from Misleading Marketing Regulations 2008, we treat consumer fairly and must avoid giving false or misleading information. You agree to check carefully all marketing material relating to your property and ensure information is factually accurate and to notify us if you are unsure or if there are changes. You agree that we may need to disclose information to consumers, such as tenants, and if this is required our decision to disclose will be based upon best practice.

17 COMPLAINTS PROCEDURE

Robert Bell & Company are regulated by the Royal Institution of Chartered Surveyors and as such we have a complaints handling procedure which can be referred to you by any member of staff. There is an appropriate third party redress scheme available if required.

18 MONEY LAUNDERING REGULATIONS

We may require documents as evidence of your identity (photographic and address) when taking instructions to market your property or at any point during the term of this contract. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

19 DATA PROTECTION PRIVACY NOTICE

We use the information you provide primarily for the purposes connected with the provision of property services to you and for related purposes including providing information of legitimate interest to you. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as tenants, contractors, legal providers, insurers, deposit protection scheme, utility companies, local authorities, debt collection agencies, inventory clerks, HMRC. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date and keep it secure. Let us know if you believe the information we hold about you needs to be corrected or updated.

To see our full privacy policy please visit: <https://www.robert-bell.org/privacy-policy>

20 GOVERNING LAW AND JURISDICTION

The laws of England govern this contract.

21 SEVERANCE CLAUSE

If a clause of this contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of this contract will continue in effect.

22 THIRD PARTY RIGHTS

Nothing in these terms and condition intend to or confer any rights on a third party.