



TERMS OF BUSINESS

SECTION ONE

Wilson's Lettings Limited is an established letting agency in Rhos on sea. We are qualified in all areas of property letting and management. We are also accredited by Rent Smart Wales - Licence Number: LR-72007-65038.

We provide the following packages to our Landlords:

Basic Tenant Introduction

- Full Market Appraisal
- Advertising and Marketing
- Accompanied Viewings
- Assured Shorthold Tenancy Agreement
- Collection of First Months rent and Deposit

THE FOLLOWING CAN BE INCLUDED IN THE BASIC TENANT INTRODUCTION SERVICE :

- **INVENTORY AND SCHEDULE OF CONDITION TO INCLUDE PHOTOGRAPHS - £114 (£95 + V.A.T)**
- **CHECK IN £42 (£35 + V.A.T.)**
- **CHECK OUT £42 (£35 + V.A.T.) TO INCLUDE DEPOSIT DISPUTE RESOLUTION £102 (£85 + V.A.T.)**

Yes/No

Full Management Service

- Market Appraisal
- Advertising and Marketing
- Accompanied Viewings
- Inventory and Schedule of Condition including Photographs
- Assured Shorthold Tenancy Agreement
- Transfer of deposit to the Deposit Protection Service
- Accompanied Check In
- All Utilities Informed at commencement and end of tenancy
- Balance of Rent paid to Landlord monthly
- Regular Property visits throughout the Tenancy
- Managing Repairs and Renewal of G.S.C.
- Accompanied Check Out to include Dispute Resolution

The commission shall be payable in respect of introducing a Tenant who is acceptable to the Landlord.

Deductions:

If before the payment to the Landlord of rental income, collected at the commencement of the tenancy, any management fees, charges and repair costs remain outstanding, these shall be deducted by the Agent.

For the **TENANT INTRODUCTION SERVICE**, the Agent shall at the commencement of the tenancy:

- Arrange for Tenant to sign the Agreement and send a copy to the Landlord for signature or the Agent to sign on their behalf
- Take from the Tenant the first months rent and a deposit of not less than one months rent which shall be retained as above
- Deduct from the first months rent the letting fee including v.a.t. Any balance shall be paid to the Landlord. If the fees exceed the first month's rent, any balance outstanding will be immediately payable by the Landlord upon receipt of the Agents invoice

Deposits

We would remind you that it is a legal obligation to register the deposit on behalf of the tenant if the **TENANT INTRODUCTION SERVICE** is selected. The Deposit Protection Service is a free service and they can be contacted on 08444727000 or on line at enquiries@depositprotection.com. It is important that this is carried out within 30 days of the tenancy commencement.

Section 21 Notice

Where a tenancy is an AST, a notice of not less than 2 months must be served upon a Tenant to terminate the Tenancy. Without service of this notice, possession of the property cannot be obtained.

If the Landlord's contract is for **TENANT INTRODUCTION SERVICE** a fee of £36.00 (£30 + v.a.t.) shall be payable by the Landlord to the agent.

For the **FULL MANAGEMENT SERVICE** the agent shall at the commencement of the tenancy:

- Arrange for Tenant to sign the Agreement and sign as Agents for the Landlord
- Take from the Tenant the first months rent and a deposit of not less than one months rent which shall be retained as above
- A detailed Inventory and /or Schedule of Condition will be prepared prior to the Check in and used for the Check -Out
- The Agent shall receive the rent from the Tenant each month by standing order, cash or cheque. The Agent shall make monthly payments to the Landlord within 10 working days after receipt of cleared funds. If the rent is not received from the Tenant, the Landlord will be advised to consider legal action.
- The Landlord remains responsible for all ground rent and service charges.

LANDLORD'S RESPONSIBILITIES

The Landlord is responsible for the repair and upkeep of the Property which include:

- To keep in good repair the structure of the property (including the drains, gutters and down pipes) and the exterior
- To keep in good repair the appliances for the supply of gas, electricity and water
- To keep in repair the appliances for the supply of space and water heating
- To keep in repair the sanitary appliances
- On unmanaged properties to ensure the tenant has an inventory/schedule of condition

The Agent shall administer the day to day repairs up to a maximum of £400.00 for any one item (the Landlord will be contacted whenever possible). If repair or replacement is likely to cost in excess of this figure, the Agent shall endeavour to contact the Landlord or his representative, except in an emergency, and wherever practical, supply an estimate before commencing the work. If you are a Leasehold Landlord then the liability for repairs to the let property remains with you.

If instructions are not received from the Landlord, in an emergency the Agent will have the full authority to act in the Landlord's best interests.

If the Landlord provides the agent with a nominated contractor, the Agent shall make every reasonable effort to contact him, but reserves the right to instruct an alternative contractor to prevent further loss and/or damage.

Where remedial work is required during a gas or electricity inspection, the Agent reserves the right to authorise any work whilst the engineer is on site up to a maximum of £300.00. This protects the safety of the Tenant and eliminates further call out charges for the Landlord.

Property visits

The Management Team shall visit the property on a regular basis and provide a report to the Landlord. Wilsons Lettings accepts no responsibility for latent or hidden defects and advises the Landlord to instruct a structural surveyor or engineer for such circumstances.

Void Periods

The Management Service does not include security or supervision of the property when it is not let. The Landlord must make suitable arrangements to have the Property checked during void periods.

Termination of Management

Giving not less than two months written notice to the Agent, the Landlord may terminate this Agreement. If the Tenant remains in occupation the Agent shall charge fees subject to the Letting Service Fees. The Agent may terminate this Agreement upon giving not less than two months written notice. If any term or condition of this agreement or statutory obligation is breached by the Landlord or any act or omission which renders the Agent's duties of managing the property impractical or impossible, the Agent may terminate the Agreement with immediate effect.

Early Departure of the Tenant

If the tenant vacates the property before the expiry date, the **Landlord** should take action to recover outstanding rent from the Tenant.

Mortgages and Leases

Where the property is subject to a mortgage or held on long leasehold, consent must be obtained by the Lender or Superior Landlord before the property is sub-let.

Selling the Property to a Tenant

If an existing tenant approaches Wilsons Lettings with an 'interest' in purchasing the property, we will inform the Landlord of the interest, negotiate the selling price, draw up a Memorandum of Sale, and inform Solicitors of the sale. A Landlord will be liable to pay Wilsons Lettings £1500 plus VAT for this work.

Insurance

The Landlord must ensure that their insurance company has been notified of intent to let so that they may advise you of any additional cover that may advise you of any additional cover that may be necessary. Proof of such insurance should be provided to the Agent.

Finance Act 1995

Rental income is assessable for tax. The Landlord must inform the Inland Revenue that the property is let. There are allowances that can be claimed against rental income. Advice can be sought from an accountant. Such information can be found in booklet IR150 from any tax office. Landlords resident overseas should obtain an **Approval Number from the Inland Revenue**. Otherwise, the Agent shall deduct tax at the basic rate from the rental income.

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

The Landlord must be aware that any furniture within any part of the property must comply with the regulations. The Landlord must ensure labels are attached to the furniture at the property showing that they comply with the regulations.

By signing this document you are accepting full responsibility for ensuring that your property and contents comply with these regulations.

Electrical Safety Regulations/P.A.T.

All installations, wiring and appliances must comply with the above regulations.

By signing this document you are accepting full responsibility for ensuring that your property and contents comply with these regulations.

If any appliance is left at the property with no instruction manual, then it is deemed unsafe.

Smoke and Carbon Monoxide Alarms

Landlords will be required by law to install working smoke and carbon monoxide alarms in their properties, under measures announced by Housing Minister Brandon Lewis, which will come into effect October 2015.

The proposed changes to the law would require landlords to install smoke alarms on every floor of their property, and test them at the start of every tenancy.

Landlords would also need to install carbon monoxide alarms in high risk rooms – such as those where a solid fuel heating system is installed.

Legionella Risk Assessment

To comply with the requirements needed as stated in **Section 3 (2) of the Health and Safety at Work Act 1974**. A "Risk Assessment" specific to Legionnaires needs to be carried out on every property being let.

For most residential settings the risk assessment may well show the risks are low so long as simple control measures referred to in the next section are followed. This will apply to houses or flats with small domestic type water systems where the water turnover is high. Provided the risk assessment shows that the risks are insignificant and the control measures are being properly managed no further action would be necessary. It is important, however, to keep the assessment under review periodically in case anything changes to the system.

If you wish, we can arrange for this to be carried out on your behalf by a third party, where a record of assessment will be given. The cost of this is £35.00

The assessments will normally involve :

Examining the full water system both hot and cold (including any spa tubs/ whirlpools)

Determining the risk factor

Providing tenant advice and control measures

Entering roof spaces and attics to inspect water tanks

Completing a record of the assessment

Gas Safety (Installation and Use) Regulations 1988

The Landlord must ensure that all gas equipment is safety-checked annually by qualified engineers, to keep records of work carried out on the appliances and to obtain a gas Safety Report to be made available to the tenant at the commencement of the tenancy. **No tenancy will commence until a valid compliance certificate is received.**

Energy Performance Certificate

A current certificate must be produced prior to the property being marketed. A copy of which will be available to the prospective tenant on viewing.

Rent Arrears and Breaches of Covenant

Arrears procedures will be adopted should the tenant fall behind with the rent. The **Landlord** must take all measures to protect interests in respect of seeking or defending legal action in respect of recovering rent arrears or actions brought against the Landlord. The **Landlord** shall suffer all legal costs personally.

Indemnity of the Agent

The Landlord agrees to indemnify the Agent from and against any damage of liability, where civil or criminal, suffered from and during the time the Agent is or was acting on the Landlord's behalf. The Landlord shall indemnify the Agent, in respect of necessary works to the Property, to ensure the Landlord complies with his obligations to the Tenant.

Tenants Application/Referencing Fees

On application, proof of residency (utility bill less than 3 months old), and photographic ID (driving license/passport) will be requested from prospective tenants and the following fees will be required along with their application form:

➤ Single Applicant	£144.00 (£120.00 + v.a.t.)
➤ Couple	£216.00 (£180.00 + v.a.t.)
➤ Each Additional Person	£60.00 (£50.00 + v.a.t.)
➤ Guarantor	£60.00 (£50.00 + v.a.t.)

The above fees cover:

Cost of referencing		£35 single	£55 couple
Administration	Charges	£35.00	£45.00
Drawing up a Tenancy Agreement		£50.00	£50.00

ONCE A MOVE-IN DATE HAS BEEN GIVEN BY THE TENANT AND TENANCY AGREEMENTS HAVE BEEN DRAWN UP, THERE WILL BE AN ADDITIONAL CHARGE SHOULD THE TENANT WISH TO CHANGE THEIR MOVE IN DATE - £30.00plus VAT (£36.00)

Fee Changes

The Agent reserves the right to change the quoted fee rate during the course of the tenancy by giving two months notice of the intent to do so.

Wilsons Lettings Limited is an established company.

The staff aim to provide our Landlords and Tenants with the best possible service.

Perry Wilson is the Company Director and a point of contact for any queries that may arise during the contract period with Wilsons Lettings.

On our Full Management Service property visits are carried out regularly throughout the period of the tenancy by our Property Management team. A full report sent to the Landlord from our Property Maintenance Manager who will liaise with the Landlord and Tenant should any works be deemed necessary.

All legal works, i.e. Accounts, Tenancy Agreements and Section Notices will be carried out by the Office Manager, Zoe Castle.

Wilsons Lettings Limited are a Member of the TPO scheme and subscribe to this Code of Practice for Letting Agents.

On signing our Terms of Business, you are agreeing for us to use personal information for Marketing and other Administration in line with the GDPR Act 2018

Signed.....

Print Name.....

Date.....



TERMS OF BUSINESS
SECTION TWO - SERVICE CONTRACTS

WILSONS LETTINGS LIMITED
27a Rhos Road
Rhos on Sea
Conwy LL28 4RS
Tel: 01492 543111 Fax: 01492 546695
www.wilsonslettings.co.uk
Email: info@wilsonslettings.co.uk

DATE:
PROPERTY ADDRESS:.....
.....
.....**POST CODE:**.....

FULL NAMES AND IDENTIFICATION OF ALL OWNERS:
.....
.....

LANDLORDS REGISTRATION NUMBER:
LANDLORDS LICENCE NUMBER IF APPLICABLE:.....
LANDLORDS CONSENT FOR IMMEDIATE ADVERTISING:

CORRESPONDENCE ADDRESS:
.....
.....
.....**POST CODE:**.....

CONTACT NUMBERS:
HOME:
MOBILE:
E-MAIL:

ADVISED RENTAL: £ per calendar month
ADVISED DEPOSIT: £

DEPOSIT HELD BY: LANDLORD (Proof of Registration Required) for UNMANAGED PROPERTY
DEPOSIT HELD BY: AGENT (MANAGED PROPERTIES)

SERVICE REQUIRED: FULLY MANAGED/TENANT INTRODUCTION

BANK DETAILS:
ADDRESS:
SORT CODE:
ACCOUNT NUMBER:
ACCOUNT NAME:

BASIC TENANT INTRODUCTION

PROPERTY ADDRESS:

POST CODE:

Fee - **£480.00 (£400.00 + v.a.t.)**

Gas Safety Certificate available	Yes/No
Expiry Date:	
Electrical Safety Certificate	Yes/No
P.A.T.	Yes/No
Smoke Alarms (on each floor)	Yes/No
Carbon Monoxide Detector	Yes/No
Energy Performance Certificate	Yes/No
Keys supplied	Yes/No
DPS Registration Number
Legionella Risk Assessment required	Yes/No

I/We confirm that I/We are the sole owners of the property and agree to be bound by this contract.

Signature:

Full Names:

Date:

Agent's Signature:

GAS SUPPLIED BY:

ELECTRICITY SUPPLIED BY:

WATER METER: YES/NO

LOCATION:

COUNCIL TAX BAND:

LANDLORDS RESTRICTIONS:

Cats	Yes/No	Dogs	Yes/No
Children	Yes/No	Smokers	Yes/No

THE FOLLOWING CAN BE INCLUDED IN THE BASIC TENANT INTRODUCTION SERVICE :

- **INVENTORY AND SCHEDULE OF CONDITION TO INCLUDE PHOTOGRAPHS - £114 (£95 + V.A.T)**
- **CHECK IN £42 (£35 + V.A.T.)**
- **CHECK OUT £42 (£35 + V.A.T.) TO INCLUDE DEPOSIT DISPUTE RESOLUTION £102 (£85 + V.A.T.)**

Yes/No

FULLY MANAGED SERVICE

PROPERTY ADDRESS:

POST CODE:

An initial Set Up Fee of **£360.00 (£300 + v.a.t.)**
Plus
A Monthly Management Fee of **12% + v.a.t.**

Gas Safety Certificate available	Yes/No
Expiry Date:	
Electrical Safety Certificate	Yes/No
Energy Performance Certificate	Yes/No
P.A.T.	Yes/No
Smoke Alarms (on each floor)	Yes/No
Carbon Monoxide Detector	Yes/No
Keys supplied (2 Sets)	Yes/No
Legionella Risk Assessment required	Yes/No

I/We confirm that I/We are the sole owners of the property and agree to be bound by this contract.

Signature:

Full Names:

Date:

Agent's Signature:

GAS SUPPLIED BY:

ELECTRICITY SUPPLIED BY:

WATER METER:

YES/NO

COUNCIL TAX BAND:

LANDLORDS RESTRICTIONS:

Cats	Yes/No
Dogs	Yes/No
Children	Yes/No
Smokers	Yes/No