



**SECURITY LETTINGS LTD
TERMS AND CONDITIONS**

SECURITY LETTINGS LTD – TERMS & CONDITIONS

FULL MANAGEMENT

What is included in our Full Management Service .

Absolutely everything listed under options 1 & 2.

- The commission is due on the rental payment dates as specified in the tenancy agreement.
- If the tenancy is renewed or extended beyond the initial fixed term agreed period, or if an option to renew is exercised, our commission will continue to be charged at the management rate agreed for the further agreed period or periods.
- Meter Readings : You should inform us of the names and addresses of the service providers at the property at the outset of the tenancy and we will endeavour (to the best of our abilities) to take meter readings and notify the relevant utility providers of changes in occupier and arrange final settlement of your accounts.
- It is often not possible to access the meters at the outset of the tenancy, we will request the utility company to read the meter.
- Security Lettings Ltd will not, however, be liable for any period where it has not been possible to confirm the meter readings.
- We shall endeavour to obtain a forwarding address for your tenant at the end of the tenancy and will notify utility companies accordingly, however, we cannot accept any responsibility for unpaid utility bills at the end of the tenancy.
- Inventory and Schedule of Condition: We will automatically arrange the preparation of a full inventory and Schedule of Condition at the outset of the tenancy and will arrange to check the new tenant into the property and certify all tenancy documentation in line with current legislation.
- The tenant bond monies will be held with the DPS.
- Should any remedial works be required we can organise these on your behalf, subject to funds being available, with a view to you being

compensated as part of the deposit release process.

- Repair Fund (Float) We shall retain from the first payment made by the occupier after all our commission, fees, costs and expenses have been paid, the sum of £250 (for UK based Landlords), which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the tenancy.
- If your tenant pays their rent in advance, i.e. 6 or 12 months in one lump sum at the start of the tenancy, the float amount will be £500 (as there will not be any rent coming in on, a monthly basis to pay for repairs and again, it is not possible to instruct contractors to carry out work unless money is held against the property to cover the final bill).
- If the cost of the repair is in, excess of the monthly rent, we may use the float at our discretion or we will request additional funds, payable upon demand. If you are a non-resident landlord (i.e. you are out of the UK for more than 6 months per year) we will require a higher float to be held against the property as it may be harder to reach you in an emergency.
- We cannot withhold from carrying out urgent works at your property and we cannot proceed with works at your property until the relevant funds are in place.

Contractors

We shall use a particular, contractor , if requested by you, provided we have copies of their professional qualifications, public liability insurance and that they are readily available.

- We shall 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 to arrange to meet the contractor at the premises ourselves.
- Security Lettings Ltd will charge a waiting time at the premises of £30 per half hour or part thereof in addition to the invoice of the contractor.
- We do not meet contractors if we do not manage the property on your behalf.

Our Liability for Contractors

- All contractors, whether arranged by us or by you, are engaged on your behalf.
- Although we will, on request supervise the works (60.00 per hour or part

thereof) we cannot accept responsibility or liability for them.

- In addition, 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.

Property Visits

- We shall endeavour to visit the premises approximately every 3 months or more frequently if requested in writing and deemed necessary by you, which will be subject to a charge, provided that the tenant grants access to us.
- If the tenant does not grant access we shall inform you, and we will provide, legal advice.
- 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 of, or every item, in the premises, but will 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 we are informed, or which are clearly visible.
- We are not liable for any loss or damage due to hidden or latent defects.

General Outgoings

- We will pay out of rents received current outgoings such as ground rent, insurance premiums, service charges and/or maintenance charges or similar contribution to shared expense and account to you regularly.
- You are expected to instruct your insurance company, the local authority, the utility companies, your block managing agent etc, to send their accounts to us. Although we shall do our best to query any obvious discrepancies it must be understood that we are entitled to accept and pay without question demands and accounts, which appear to be in order.
- Security Lettings Ltd cannot accept responsibility for the inadequacy of any insurance cover or for the verification of service/maintenance charges demands or estimates where

applicable.

- It is important that we receive full written instructions regarding any insurance premiums you wish us to pay.
- Security Lettings Ltd reserves the right to undertake repairs without notice to you if you are either unavailable, after reasonable enquiry, or we consider the repair to be an emergency. In these circumstances if we act as agent of necessity you undertake to fully reimburse us, upon demand, for any shortfall over any monies we hold.

Repairs

- Security Lettings Ltd, will deal with day-to-day management matters, including minor repairs up to a maximum figure of £250 for any one item, except in an emergency (where the risks to your premises or the life of an individual are significant) where the amount is unlimited.
- Except in the case of any 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 £250.
- 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 or the fund held against your property.
- Please note that you shall always remain liable for the payment of all invoices to tradesmen.

Garden Maintenance

- Security Lettings Ltd will arrange for any cleaning and garden maintenance necessary to put the property in order before or after the tenancy (additional charge).

Taxes Management Act & Non Resident Landlords

- You are responsible for notifying the Inland Revenue of the tenancy and for your own tax liability if you reside within the UK.

- If you reside abroad for 6 or more months of a tenancy, the Inland Revenue will hold us, as your managing agent (or your tenant for let only properties), responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless an Approval Certificate is provided by the Inland Revenue pursuant to The Finance Act 1995.
- You can apply for Inland Revenue exemption by filling out an NRL1 form
- More information is available at: www.hmrc.gov.uk/international/nr-landlords Inland Revenue
- If the Inland Revenue do not provide Security Lettings Ltd (for let-only tenancies) with a valid approval certificate, it will be necessary for tax to be deducted at source at the appropriate rate (currently 20%). This money will be forwarded on a quarterly basis to the Inland Revenue and you are advised that the money will not earn interest on your behalf.
- The eventual liability for tax may be less than the amount forwarded to the Inland Revenue and, in this event, you will have to liaise with the Inspector of Taxes directly for any re-imbusement, and Security Lettings Ltd will not be liable for any refunds to you.
- Should you at present reside within the UK but subsequently move abroad, please let us know the name of your accountants or tax advisors at that time. In the event that you are not accepted for the Non- Resident Landlord Scheme, we shall make an administration charge of £42 per quarter for forwarding monies to the Inland Revenue.

Water Company

- We shall endeavour to obtain a forwarding address to make payment of the final water account, which makes payment of the final water account the liability of the landlord, if no forwarding address is provided by the outgoing tenant.
- We cannot be held liable if the tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
- Either party may withdraw instructions to manage the premises, upon giving 3 months' notice, however, our fee for the letting service remain payable as specified above.

FULL MANAGEMENT- NOT INCLUDED

What is NOT included in our Full Management Service?

- We will NOT arrange for re-directing the post if it continues to be delivered to the property, so please ensure that you make adequate arrangements for this, either with the Royal Mail or by leaving sufficient stamped addressed envelopes for the tenants to forward mail to you. It is respectful to ask the tenant if they mind doing this, as they may find it intrusive.
- Improvements / Replacements . Our Management Service is designed to organise and oversee repairs to the property and NOT improvements or refurbishments. Where Security Lettings Ltd have been requested to replace any of the contents, fixtures or fittings in the property, the charge for taking your instructions, selecting the item and arranging for installation at the property will be £35.00
- End of Management Service. Our Management Service will NOT continue beyond the end of the tenancy. Should either party wish to terminate the Management Service then both parties agree to give the other three months notice in writing of their intentions.
- Miscellaneous Duties Outside of usual property management requirements. Staff will NOT attend the property for, the purpose of giving access to visiting trades people, delivery persons, etc. If an arrangement is made to attend the property on your behalf, this will be at the charge of £30, per hour or part thereof
- GENERAL INFORMATION. We know that there is a lot of information contained herein, but please understand our need to ensure you have all the information before you decide to rent out your property. We urge you to take the time to read the contents and ask us about anything you do not understand.

Consents and Checks

As a helpful reminder you should ensure that all items below are adhered to in full:

- Mortgage Consent
- Superior Landlord Consent
- Buildings Insurance that adequately covers your rental property

- Contents Insurance including public liability insurance.
- Energy Performance Certification*
- Safety Certification for: Gas appliances*
- Electrics checked – fixed wiring (EICR)*
- Electrics checked – portable appliances if applicable (PAT)
- Working smoke detectors on every floor
- Legionnaires risk assessment
- Furniture and furnishings safety compliance check
- Asbestos check
- CO2 (carbon monoxide) detectors fitted and working within 1.5m of any solid fuel appliance
- Rent Remittances . The tenant is requested to pay the rent direct into the bank by standing order mandate. If the tenant does not wish to pay in this manner and adopts a different payment method, it is not possible to enforce the standing order payment method and court action can only be taken if the rent is in arrears as per the grounds listed in the tenancy agreement.
- For rent collection or managed service tenancies, rent less agreed deductions will be transferred by BACs as soon as administratively possible.
- Any monies dispatched will be without prejudice to final clearance. Please Note: *By accepting rent by standing order, should the tenant breach the terms of their agreement, the continued payment of rent may be deemed by a court as a waiver by you of the tenant's breach. Therefore, In, the event that we do not manage your property you must notify the tenant immediately following any breach that monies received by standing order are to be regarded as "mesne profits", basically money taken for the continued use and occupation of the premises and NOT RENT.*
- * We can assist you with these services, if required. Please enquire.

Type of Tenancy Agreement

- Unless we are instructed otherwise, we will use our standard form of tenancy agreement.
- Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor fees, however, an additional administration

charge of £60, will remain due to Security Lettings Ltd at the outset of the Tenancy, because, as your agent, we have a duty of care to fully understand and advise on the contract you wish to use.

HOLDING THE DEPOSIT

- Deposits held for all new tenancies must be lodged in a statutory scheme and Security Lettings Ltd will organise this on your behalf.
- The landlord must give the tenant and any relevant person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit which we shall do for you.
- We are a member of the DPS, which is a government-authorized tenancy deposit protection scheme: <https://www.depositprotection.com/>
- If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law.
- **A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected.**
- The DPS will hold the security deposit for the period of the Tenancy.
- The correct prescribed information will be given to the tenant in accordance with Housing Act legislation within the tenancy agreement produced by Security Lettings Ltd.
- The tenant will sign to confirm acceptance of the correct information and this will be held on file for the duration of the tenancy.
- At the end of the tenancy, the check-out report will be signed, and a copy will be forwarded to all parties for the deposit deductions to be negotiated.
- If the property is under our management service, the deposit negotiations will be carried out on your behalf, including obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf.
- If the correct information is NOT given to your tenant and if the deposit is not registered with a scheme within 30 days of receipt of the deposit, or the outset of the tenancy (whichever is sooner) then you will not be able to serve a Section 21 Notice on your tenant, in, order to re-gain possession of your property.
- In addition, a tenant can take court action against you for breach of contract

and a judge has the liberty of awarding them up to 3 times the amount of the deposit for the property.

- Do not leave this to chance, let Security Lettings Ltd take care of these legalities in full!
- If you have chosen your own scheme you must provide us with the relevant paperwork to confirm your registration, to insert clauses required in the Tenancy Agreement for your chosen scheme.
- Notify the tenant of the scheme you have chosen to use and provide the relevant Prescribed Information for the scheme within 30 days of the commencement of the tenancy
- Forward the deposit to the Deposit Protection Service or insure the deposit with MyDeposits (whichever is applicable) within 30 days of the initial payment by the tenants of the deposit. If you fail to do any of the above points within the 30 day period you will be unable to serve a Section 21 Notice upon your tenant in order to regain possession of your property.
- In addition, you may incur a hefty fine up to the value of 3 times the security deposit amount, if prosecuted via the courts.

GENERAL INFORMATION – Terminating the Tenancy

- When terminating the Tenancy to regain possession of your property at the end of an Assured Shorthold Fixed Term Tenancy you MUST give the relevant notice to your tenants and have provided (with proof) all relevant prescribed information and other documents as required.
- You MUST give at least 2 calendar months written notice.
- Security Lettings Ltd will be happy to issue the tenants with a Housing Act 1988 Section 21 Notice to this effect.
- This notice will not be issued automatically. Therefore, unless you request Security Lettings Ltd to serve notice on the tenants and if the tenant does NOT leave at the end of the fixed term; the tenancy will become a Statutory Periodic Tenancy.
- At this point and at any time within a Statutory Periodic Tenancy you will be required to serve 2 periods notice to regain possession of the property.
- Security Lettings Ltd will be happy to issue the tenants with a

Housing Act 1988 Section 21 Notice to this effect upon your instructions.

- In the event of the landlord wishing Security Ltd to serve notice on the tenant, you must give us a minimum of 1 weeks notice, in addition to the notice period required for the Tenant.
- Please Note: The tenant can vacate at the end of a Fixed Term tenancy without giving notice to the landlord, however, within a Statutory Periodic Tenancy, the tenant must give one periods notice to end the tenancy. One period is calculated in accordance with the rental payments.

Termination of a Non-Housing Act Tenancy

- A company tenancy, a high rent tenancy (over £100,000 pa pure rent), a tenancy with a resident landlord or a pied-a-terre tenancy will end according to the dates contained within the initial fixed term of the agreement, called the “effluxion of time” and although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one months, notice will suffice or notice can be given in accordance with any break clause contained within the tenancy.
- If the tenant remains in the property and no replacement tenancy is put in force so that the original tenancy becomes a periodic or rolling tenancy, the landlord must serve a Notice to Quit giving one periods notice to end the periodic tenancy.

Using a break clause

- If you have negotiated a break clause in the tenancy agreement and the tenant exercises their right to this clause Security Lettings Ltd will refund any lettings service commission paid or due for the unexpired period providing all three criteria listed below have been met:
 - a. At least six months of the tenancy has lapsed
 - b. We are given six weeks exclusivity to re-market the property.
 - c. We are unable to introduce a suitable tenant within the six week period of re-marketing
- In, the event that we are not given the opportunity to re-market the

premises, no refund will be given.

- If we are, able to secure a new tenancy covering the remaining period, our commission for the second letting will apply as normal, and we will credit your account for the period of overlap with the original fee. You will therefore not pay twice for the same period.
- Should you agree to release the tenants from their tenancy agreement before any break clause expires, no refund of fees shall be due before the period where the break clause would have allowed the tenancy to be terminated.

Landlord and Tenant Act 1987 section 47

- We are obliged to include your full name and address on all rent demands (tenancy agreements). If your address is outside England and Wales, then we must provide the tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on you.
- Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our management department during such period as we manage the property.
- We will use our best endeavours to forward any notices to you promptly, but we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

GENERAL INFORMATION - Landlord and Tenant Act 1985 sections 1 and 2

- If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable upon conviction to a maximum fine of £2,500.
- If you, as the landlord, are a limited company or body corporate, upon written request by the tenant, you are obliged to provide the name and address of every director and the company secretary within 21 days, or you could face a further fine of up to £2,500.

Inventory Services

- Security Lettings Ltd (the staff) will not move or lift heavy items.
- Neither will the staff test any gas or electrical appliances.

Housing Benefit Payments (if applicable)

- Where the tenant is in receipt of Housing Benefit payments, you indemnify Security Lettings Ltd against any requirement to refund Housing Benefit to the council.

Water Rates and Water Meter Charges

- You will remain liable for any outstanding water charges if the tenant vacates the property and DOES NOT provide a UK forwarding address or does not settle the account in full at the end of the tenancy.
- If Security Lettings Ltd are not acting as your management agent, you are advised to request proof of payment in the form of a receipted final bill, or, retain money from the deposit for, the purpose of settling any final accounts.
- Security Lettings Ltd are not accountable or responsible for checking water meters or finalising water bills on behalf of tenants, whichever service we provide for letting or managing the property.

Courts and Tribunals Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other court or tribunal

- This is by special arrangement only and will be subject to an additional charge of £60 per hour or part thereof, per person in attendance, plus expenses.
- The administration cost for Security Lettings Ltd to organise paperwork for solicitors or arbitration is £72 in addition to the legal costs.
- You will be informed of any rent arrears or breaches of covenant brought to our attention.

Renewals to the same tenant

- We recognise that the point of renewal offers us a fantastic opportunity to review all aspects of the tenancy.

- Not only is it the perfect time to increase the rent (subject to market conditions) but also to discuss any necessary enhancement or refurbishment of the property in, order to maintain it and to maximise the rental yield.
- Your renewal will be diarised and monitored so that you are contacted in accordance with the terms of the tenancy agreement to discuss your requirements.
- Fees are due to Security Lettings Ltd for any extending period (including fixed term tenancies, periodic or rolling tenancies or any other type of tenancy) whilst the tenant, introduced to you by Security Lettings Ltd, remains in the premises.

GENERAL INFORMATION

A Gas Safety Certificate covering all fixed as well as portable gas appliances provided by the landlord for the tenants' use.

Energy Performance Certificates (EPC); except where a property is not required to have an EPC – such as where the landlord is letting a room on a single AST in a House in Multiple Occupation (HMO).

Rent Smart Wales – How to rent booklet

- If the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy.
- Agents and Landlords should supply the document itself as it is unlikely a link to where the document can be found on the internet will be sufficient. This should be given at the start of a new tenancy and fixed term renewals.

Housing Health and safety Rating system.

- Any failure to deal with complaints and repairs could become a serious and very expensive issue because a poorly maintained property means landlords may not be able to regain possession of their rental property for six months (i.e. from the date on which a local authority serves an improvement notice).

DEFINITIONS

- In this agreement the following definitions and interpretations apply:
- The use of the singular includes the plural and the use of the masculine includes and feminine and vice versa.
- “Agent” and “we” or “us” means the Agent trading from the Registered Office Address as described in the Overview.
- “Agreement” means these terms of business signed between the agent and the landlord.
- “Regulations” means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- “Calendar Day” or “Day” means any day of the year, including weekends and bank holidays.
- “Working Day” means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971, or any customary or public holiday in England and Wales.
- “Premises” mean any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the premises address set out in the Overview. When the premises are part of a larger building the premises include the use of common access ways and facilities.
- “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.
- “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.
- “Landlord” and “you or “your” means the landlord as described in the Overview [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).

- “Tenancy Agreement” means the contract drawn up between the landlord and the tenant specifying the obligations of the two parties.
- “Tenant” means anyone entitled to possession of the premises under a tenancy agreement.
- “Superior Landlord” means the person, company or organisation to whom ownership of the premises reverts to at the end of the lease.
- “Occupier” means a tenant or any other person or organisation entitled to occupy the premises under a tenancy, licence or any other form of agreement or contract.
- “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.
- “Occupancy agreement” means any agreement between you and any occupier which permits them to occupy the premises whether, or not it constitutes a tenancy agreement.
- “Relevant Person” means a person who paid the deposit or any part of it, on behalf of the tenant.
- DPS means the Deposit Protection Scheme.
- “Prescribed Information” means the information that is required to be provided to the tenant and any relevant person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- “Statutory Time Limit” means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

HOW TO RAISE A COMPLAINT

- You can speak in confidence, to a member of the Security Lettings Ltd.
- Call into our office or telephone our office and we will discuss the best way to try and resolve your concerns.
- If you write to us it would be helpful to include a contact telephone number, so we can call you to talk about your concerns. This will help to save time and we may be able to sort things out straight away.
- You may find it helpful to think about exactly what you want our agency to do that will resolve the matter for you.
- If a relative or friend is making a complaint on your behalf we will need your written consent before we can discuss information about you with them.

What will you do to resolve my complaint?

- Once we have received your concern or complaint we will discuss with you the best way to deal with the matter. This could be:
 - Over the telephone
 - At a meeting with the Director
 - By an in-depth investigation with a written response
 - By an independent external body
 - A combination of the above.
- If you are still, dissatisfied you can then ask The Property Redress Scheme to review the way our agency has dealt with your concern or complaint.
- The PRS is independent of Security Lettings Ltd and there is no charge for this service.
- The PRS may investigate complaints on your behalf but only after they have been investigated by our agency.
- We are open: Mon-Fri 9.00 to 4pm. Saturday by appt only. Out of hours viewings may be available subject to advanced notice.
- Outside these hours, the administration service switches to a voicemail

message service where messages are dealt with the following working day.

Agreement to Terms and Conditions of Security Lettings Ltd.

Signed

Dated.....