

Austin

Residential

AUSTIN RESIDENTIAL LETTINGS AND MANAGEMENT TERMS OF BUSINESS

LANDLORDS INSTRUCTION AND DECLARATION

() INTRODUCTION SERVICE 10 % + VAT (12% INC VAT)
RENEWALS AND EXTENSIONS 7.5% + VAT (9% INC VAT)

() RENT COLLECTION SERVICE 12.5 % + VAT (15% INC VAT)

() FULL MANAGEMENT SERVICE 15% + VAT (18% INC VAT)

Head Office, 75 High Street, Ruislip, Middlesex HA4 8JB
Updated November 2021

INTRODUCTION SERVICE

OUR FEE'S

10% + VAT (12 % INC VAT) of the gross rental received for the initial full term of the tenancy payable in advance.

RENEWALS/EXTENSIONS

7.5% + VAT (9 % INC VAT) of the total gross rental for each renewed or extended term after the initial one year period on our Introduction Service only. Fees are payable in advance during any period for which the property is let including any extension or renewal whether or not negotiated by The Company and remain due for the term that the Tenant or his Licensee remains in occupation of the property.

WHATS INCLUDED;

Provide a free up to date rental Valuation for the property and marketing strategy and free advice on any improvements necessary to achieve the best rental and tenant.

Full colour photography and floorplans.

Arranging for an Energy Performance Certificate (EPC) separate cost applies

Full marketing of the property to include circulation of particulars to all suitable applicants and internet sites relevant to the marketing of the property

Erect a To Let board at the property

Accompany all prospective Tenants to the property on all viewings and provide regular feedback.

To submit all offers to the landlord and negotiate on the landlords behalf.

Full thorough referencing to include; Financial Sanctions Check (Anti Terrorist checklist) Credit Check with Call Credit – Linked addresses/CCJ's/Bankruptcies/IVA's etc Tenants Database Check (all previously referenced tenants where detrimental information has been stored) Affordability Check Employment Check/Self Employed Assessment checks Previous Living Check Current Living Check Anti-fraud checks Right to Rent Checks and Photo Identification.

Preparation of a Tenancy Agreement suitable for the prospective tenant.

Assistance in arranging the required gas and electrical safety certification for the tenancy
– separate cost applies

Arrange for the collection of a five week deposit from the tenant and lodge the said deposit with the relevant Deposit Scheme within the legal time frame providing all parties with certification.

Arrange for the collection of the first months rental prior to the commencement of the tenancy.

Notify the suppliers of gas, electricity, council tax and water of the property regarding change of tenancy details and meter readings (we cannot be held liable for any failure on the part of the services in complying with our request).

Handing over sufficient keys to the Tenant.

RENT COLLECTION SERVICE

OUR FEE'S

12.5% + VAT (15 % INC VAT) of the gross rental received payable monthly from the rental received.

WHATS INCLUDED;

Everything mentioned in our Introduction Service plus;

Monthly collection of rental from the tenant

Monthly statement provided by email to the landlord/and their accountant if required.

FULL MANAGEMENT SERVICE

OUR FEE'S

15% + VAT (18 % INC VAT) of the gross rental received payable monthly from the rental received

WHATS INCLUDED;

Everything mentioned in Introduction Service and Rent Collection Service plus;

Bespoke Management service to the landlord detailing if you have preferred contractors.

Monthly statements detailing any expenditure agreed

Float held for emergencies

Key holding service

Six monthly inspections with digital photography

Appointed Property Manager

Payment of outgoings, including service charges, ground rent etc

Automatic Safety Certificate renewal (third party fees apply)

Dealing the deposit at the end of the tenancy agreement on behalf of the landlord

General Conditions

Tenancy Agreements

We can provide an appropriate and comprehensive Tenancy Agreement which will be drawn up to meet your specific property and requirements. The terms of the Tenancy Agreement should be reviewed and approved by yourself and we have no liability arising out of the preparation, execution or otherwise arising out of the tenancy. We recommend that you take independent legal advice. Should you wish to use your own tenancy agreement you are welcome to do so, however if there are to be changes or amendments to this Austin Residential will charge £50 + vat per hour or part hour.

Utilities

Vouch Online LTD ("VOUCH") has been engaged by **Fairbright Management Limited T/A Austin Residential** to provide energy supply management services to the Landlord's Property. The Landlord hereby authorises **Fairbright Management Limited T/A Austin Residential** to use VOUCH to manage the energy supply during the void period of their property(s). This may result in VOUCH changing the electricity and/or gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired. The Landlord agrees that **Fairbright Management Limited T/A Austin Residential** may pass the Landlord's name and contact details to VOUCH for the purposes of: (a) entering into contracts with VOUCH's preferred energy supplier in connection with the supply of gas and/or electricity to each Property while that Property is vacant (b) engaging with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property (c) registering the Landlord with the relevant local authority for the payment of council tax; and (d) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

Subletting

If the Landlord is a tenant or lessee, the Landlord must ensure that the proposed letting is permitted by the Lease for the duration of the tenancy. The Landlord is obliged to obtain the necessary consent from the Superior Landlord.

Insurance

The landlord is liable for ensuring the property is adequately insured and is responsible for the buildings insurance and any Landlords contents where applicable. The Landlord must ensure that the Insurance provider is aware the property is being rented.

Taxation

A Landlord is considered Non Resident for tax purposes if the Landlords usual place of abode is outside the UK for more than six months in any financial year. In accordance with the Taxes and Management Act 1970 and the Taxation of Income from Land (Non Residents) Regulations 1995 UK Letting Agents are obliged to deduct basic rate tax from the rental income, unless approval is given by the Inland Revenue to pay rent without the deduction of tax. The Non Resident Landlord Scheme is operated by HMRC and the Landlord can apply to the HMRC for approval to receive rent with no tax deducted. If the property is jointly owned, then both owners will need to apply. Once Austin Residential are in receipt of the Tax Exemption certificate we can then forward rental without deducting tax. If no Tax Exemption is received we shall forward the deducted tax quarterly to the Inland Revenue and will make a charge of £50.00 + vat for each submission to them. If the Landlord is not a Non Resident Landlord, the Landlord is still liable to declare all rental income to HMRC. If the Landlord is non-resident and Austin Residential do not collect rental on their behalf Landlords have a duty of care to advise their tenant/s to make these deductions if no Tax Exemption is received or in place.

Inland Revenue

Austin Residential are required on an annual basis under Section 19 Taxes Management 1970 to disclose information to the Inland Revenue. This can include total gross payments for all Resident Landlords for the tax year. Austin Residential are expected by law to comply with any requests and disclosures submitted to us by the Inland Revenue.

Right to Rent

Under the Immigration Act 2014, Landlords are responsible for checking that every adult who will reside in the property as their only or main home has the right to rent in the UK

Rental Payments

We aim to transfer all rents received within 5 working days. However, in some cases it may take upto 10 working days due to delays beyond our control. Unless agreed otherwise, all Landlords' payments are made through the Bank Automated Clearing System (BACS)

Information

The Landlord warrants that all the information provided to Austin Residential is to the best of his/her knowledge correct. In the event that the Austin Residential suffers loss or causes legal proceedings to be taken by landlord due to incorrect information being provided, the landlord agrees to reimburse and or compensate Austin Residential for all losses suffered.

Mortgages

Where the property to be let is subject to a Mortgage, permission is normally required from the mortgage company before a tenancy commences. We strongly recommend that the Landlord obtains this at the earliest opportunity.

Proof of Ownership

Under the Money Laundering Regulations 2007 and Proceeds of Crime Act 2002, Austin Residential are required to obtain proof of ownership from all Landlords. If the Landlord is unable to provide proof of ownership Austin Residential will contact the Land Registry to obtain this information at a charge of £10.00 + vat.

Termination of Contract

Should the Landlord wish to discontinue with the Full Management Service, Austin Residential will require two months written notice from the Landlord. The Landlord will then be charged at the Introduction Service level as they are still benefiting from a tenant introduced by Austin Residential. Austin Residential reserve the right to dis instruct ourselves should a landlord be in breach of Local Authority Regulations and/or fail to respond co operatively with the agent with regards to maintenance requests needed.

Landlord and Tenant Act 1987

We are obliged by law to include the full name and address of the Landlord an all rental demands. Where the Landlords address is outside England and Wales, then we must provide the Tenant an address within England and Wales where notices and any notices / proceedings maybe served on the Landlord.

GDPR

By signing these Terms and Conditions of business the Landlord agrees to their data being held and stored for seven years and gives Austin Residential permission to share this data with HMRC, utility suppliers, debt recovery agencies (if applicable) local authority and any legal advisor required and the Landlord also consents to Austin Residential holding information under the Data Protection act 1998. The Landlord reserves the right to request a copy of this information and can be rest assured that we will not sell, distribute or exchange your personal information to Third Parties unless we have your permission or are required by law to do so.

HMO

The Housing Act 2004 defines a House in Multiple Occupation (HMO) as accommodation occupied by more than one household who share amenities. Therefore three or more unrelated persons sharing would bring a property into the definition of HMO. These tenancies would need to adhere to legislation as determined by the local authority. Landlords should check with their local authority as HMO classification varies from borough to borough.

Contractors

Whilst we pre check and vet all our contractors for their competency, we are unable to accept any liability for any loss or damage of any kind caused by our contractors.

Leasehold Properties

If the property to be rented is leasehold or if the Landlord is a lessee or tenant, the Landlord must ensure that the agreed let is permitted by the lease for the period of the tenancy. The landlord is obliged to obtain the superior landlords written consent. A copy of the lease should be provided to the tenant by the Landlord in order for them to comply with all obligations.

Parties Introduced by us that purchase

If a tenant or occupier or any associated party introduced to the property by Austin Residential subsequently purchases the property during the term of the tenancy or within one year of the termination thereof the vendor will pay to Austin Residential in respect of the introduction a minimum fee of 1.5% + vat of the final purchase price. The sum will become payable upon completion of the sale.

Deposits

Fairbright Management Trading as Austin Residential are members of My Deposits, 1st Floor Premier House, Elstree Way, Borehamwood, Hertfordshire WD6 1JH Tel 0333 321 9401 Email info@mydeposits.co.uk www.mydeposits.co.uk

Austin Residential reserve the right to withhold tenants initial one weeks deposit if they fail to proceed to a letting. This deposit can be used by Austin Residential to cover the cost of tenant referencing and administration but not for profit.

Property Ombudsman

Austin Residential are members of the Property Redress Scheme for Letting Agents and follow their code of practice. In co ordination with this we have a formal complaints procedure. Should you wish to receive a copy, please contact our office to request this.

Signing

With the landlords permission, any member of staff can sign Notices, Tenancy Agreements, Prescribed Information and other documents pertaining to the tenancy on the landlords behalf.



THE REGULATIONS

GAS



The Gas Safety (Installation and Use) Regulations 1998 – Under these regulations it is the Landlord's responsibility to ensure that all gas appliances and fixed installations are maintained in good order and to have all gas appliances safety checked by a Gas Safe Engineer before the start of a tenancy and annually thereafter. A copy of the Gas Safety Certificate must be given to the tenant before the tenancy commences and annually thereafter.

ELECTRICS



The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets (Safety) Regulations 1994. These regulations require that all plugs, sockets and any adaptors, electrical equipment and or appliances supplied by the Landlord must be safe to use.

We strongly recommend an annual check of these items by a competent electrician to carry out a PAT testing. The Landlord is responsible for providing instruction manuals for any appliances provided.

The Electrical Safety Regulations require that for all new tenancies from 1st July 2020 landlords must provide a Fixed Wiring Installation Report (EICR). These must be renewed at least every five years.

ENERGY



The Energy Performance Certificate (EPC) All properties in the private rental sector require an EPC to be in place with a minimum E rating and to be made available to any prospective tenant. The EPC is required to be in place before we are able to market the property.

LEGIONELLA



In order to comply with the Health and Safety Executive's Code of Practice, Landlords are strongly advised to carry out a risk assessment prior to letting their properties. It is advised that these are carried out every two years during a tenancy. Unless instructed to organise a Risk Assessment by signing these Terms of Business the Landlord acknowledges responsibility for the safety of the Tenant at the property, confirms all risks regarding Legionella Disease and indemnifies Austin Residential against responsibility.

SMOKE / CARBON MONOXIDE ALARMS



The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. All rental properties in England must have a working smoke alarm on each floor of the property and a carbon monoxide detector in each room where there is a solid fuel appliance, wood, dial or biomass/open fire.

FURNITURE AND FURNISHINGS



Furniture and Furnishings (Fire) (Safety) Regulations 1998 (amended 1993).

It is an offence to let out a property containing furniture and furnishings that do not comply with these Regulations. These regulations apply to generally all upholstery, permanent and loose fittings. They do not apply to original furniture manufactured before 1950 unless that furniture has been subsequently refurbished or upholstered. By signing these Terms of Business the Landlord warrants that all furniture at the Property complies with the Safety Regulations.

ADDITIONAL SERVICE

Inventory

It is essential that an independent Inventory is carried out at the start of the tenancy and also again at the end of the tenancy. Currently the Landlord is liable for these costs. Should an independent inventory not be in place Austin Residential will be unable to negotiate any damages from the Deposit under our Full Management Service as we would normally do.

Additional Property Visits

With our Full Management Service we will automatically carry out six monthly inspections for you. Should you wish to have more property visits or wish us to carry out Visits under the Rent Collection or Introduction Service, we will happily do so – additional charges apply £50.00 + vat.

Court Attendance Fee

If legal action is required, the Landlord will be responsible for instructing their own solicitor and for all fees and costs arising. Should you wish us to attend Court on your behalf, we can arrange this on your behalf for £250.00 + vat per day or part day.

Vacant Properties

Whilst we are not liable for vacant properties we can carry out periodic inspections if required (if we are not marketing the property for you) These can be made to a bespoke service chargeable at £50.00 + vat per visit.

Refurbishment

We have an extensive list of certified and experienced contractors that can assist you should your property need refurbishing.

Rent and Legal Protection

There are several insurance policies available for Landlords to have greater protection. Kindly enquire for more information on these products and services.

Tenancy Deposit Scheme

Unless the Landlord is a member of a Deposit Scheme and is authorised to legitimately hold the Tenants security deposit, Austin Residential will charge £50.00 + vat to lodge the deposit with My Deposits. This fee will cover the cost of the membership, administration, banking requirements and insurance necessary to comply with the scheme.

Out of Hours Emergency Contractors

For our fully managed properties we can arrange for Gas Elec to be the first contact by tenants if they have emergency maintenance needing urgent attention. The charge for this is £4.99+vat annually or you are welcome to provide contact details for your own contractors should you prefer.

Levels of Service Offered:

| | Full Management | Rent Collection | Introduction |
|---------------------------------------------------------------------------------------------------------|-----------------|-----------------|--------------|
| Rent Collection | ✓ | ✓ | |
| Monthly Statements | ✓ | ✓ | |
| Bespoke Maintenance Arrangement | ✓ | | |
| Six monthly inspections | ✓ | | |
| Dealing with the deposit at the end of the tenancy | ✓ | | |
| Automatic renewal of certification required * | ✓ | | |
| 24 Hour call out – tenants to call contractors directly in emergencies during out of office hours only. | ✓ | | |
| Key Holding Service | ✓ | | |
| Appointed Property Manager | ✓ | | |
| Payment of outgoings | ✓ | | |
| Accompanied Viewings | ✓ | ✓ | ✓ |
| Tenant referencing | ✓ | ✓ | ✓ |
| Annual Rent Revision | ✓ | ✓ | ✓ |
| Rental Insurance ** | ✓ | ✓ | ✓ |
| Transfer of Utilities | ✓ | ✓ | ✓ |
| Marketing, photography and Floorplans | ✓ | ✓ | ✓ |

Declaration

Signatures

I/We hereby certify that I/we (jointly) own the property known as;

Signed _____

Dated _____

Bank details for rental payments to be made to

Bank Name _____

Account Number _____

Sort Code _____

Account Name _____

Current energy Suppliers to the property _____
