

IAN MACKLIN & COMPANY

LETTINGS

Ian Macklin Lettings Ltd

Companies House Registration No. 8236077
Registered Address 160 Ashley Road Hale WA15 9SF

Terms of Business

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1. General

This Agreement is made between the Landlord of the Property and Ian Macklin Lettings Ltd who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent".

Ian Macklin Lettings Ltd are members of TPO (The Property Ombudsman Scheme), ARLA Propertymark and we are also part of the Propertymark Client Money Protection Scheme (Scheme Ref CO123384)

Please note that Ian Macklin Lettings cannot accept any instruction from Landlords who require any tenants to receive less favorable treatment on the grounds of race, colour, nationality or ethnic origin. (Ref: Race Relations Act 1976)

The purpose of this document is to set out clearly and concisely the extent of the service(s) offered and the scale of fees charged.

Definitions:

- ◆ The "Landlord", "you", or "your" means the person or persons named as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means Ian Macklin Lettings Ltd
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the property noted as the address of the property to be let including all outbuildings, grounds fences boundaries etc.

2. Agency Fees

Please also see page 6 for notes on Fees. VAT is payable at the prevailing rate on all fees. Fees are based on a **percentage of the monthly rental price achieved**, they are payable at the commencement of the tenancy and will be deducted from the first rental amounts we receive from the tenant.

A) Let Only	80 % + vat - one-off single fee (96 % including vat)
A) Let Plus	65 % + vat - initial fee plus 5 % + vat per calendar month (78 % including vat, plus 6% including vat)
B) Fully Managed	65 % + vat - initial fee plus 10 % + vat per calendar month (78 % including vat, plus 12% including vat)

The fees under the above services are based on a minimum fee of £595 + vat or £714 incl vat and are payable when any individual or organisation enters into an agreement to rent the Property as a result of promotion, introduction, or viewing by the Agent.

Additional Charges (some are included in the above fees depending on service option)

- To arrange for a certificate to be completed and liaise with contractors
£30 + vat + contractor invoice (eg EPC, Gas, Electric certificate)
(£36 including vat)
- To arrange Landlord gas safe certificate and full boiler service package £125 + vat (£150 including vat)
- To arrange for extra keys to be cut
£10 + vat + key invoice (£12 including vat)
- Requested visit to a property during a void period within normal working hours
£50.00 plus vat (£60.00 including vat) per visit

- Fee for organising and facilitating work carried out on a property in excess of £1000.00 (please note we will not be responsible for the quality, completion or supervising of any major building work) 10% of total cost of works plus vat (12% including vat, service only offered with Full Management)
- Warranty registration will be charged at £30 + VAT on all new appliances including boilers
- Annual statement for accounting purposes
£50.00 plus vat (£60.00 including vat) per annual statement
- Professional hourly rate when required to carry out any additional services other than services mentioned
£50.00 plus vat (£60.00 including vat) per hour minimum charge
- To re-reference a tenant at request of landlord (maximum 2 tenants)
£150.00 plus vat (£180.00 including vat)
- Inventory or Checkout report (*Included in Let Plus and Fully Managed*)
£125.00 plus vat (£150.00 including vat) for properties up to £1500 pcm
£175.00 plus vat (£210.00 including vat) for properties over £1500 pcm
- Deposit dispute handling
£200.00 plus vat (£250.00 including vat) (*Included in Let Plus and Fully Managed*)
- To serve notice to terminate a tenancy originally introduced by us
£125.00 plus vat (£150.00 including vat) (*Included in Fully Managed*)
- To engage solicitor to serve notice to terminate a tenancy £30 + VAT (£36 inc VAT) + solicitor invoice
- To renew an existing tenancy originally introduced by us
£90 plus vat (£108 including vat) – Fully Managed
£125.00 plus vat (£150.00 including vat) – Let only / Let Plus
- To take over management during a tenancy
£150.00 plus vat (£180.00 including vat) initial set up fee
Properties will also be subject to a Checkout Report fee as detailed above
- To provide official ARLA valuation letter for Mortgage purposes
£50 + vat (£60 including vat)

Please Note: we are not permitted to charge fees of any kind to applicants or tenants

PLEASE NOTE THE FOLLOWING INFORMATION REGARDING FEES

Minimum Fee for Cancellation of Management Services

Where the Landlord cancels the Agent's instruction to provide a management service the Agent will charge the Landlord a pro-rata fee based upon a Let Only Service, plus any reasonable costs incurred.

Sales Commission Fee

In the event of the tenant introduced by our agency agreeing to purchase the property, whether before or after entering into a tenancy agreement, commission should be payable by the landlord to the agent upon completion of the sale at a rate of 1% of the sale price plus vat. This would include the service of our sales team handling the sale from offer to completion.

Fees Due

Agency fees will become due at the agreed start date of the Tenancy Agreement and we will take payment from the monies paid by the tenant until our Commission and any other fees and disbursements have been paid. Should the Occupier fail to make any agreed payments our Commission, Fees and Disbursements will still be payable by the landlord.

Refund of Fees

We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by the landlord or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

Withdrawal by landlord from an Agreed Offer

If the landlord instructs us to proceed with a proposed Tenancy and subsequently withdraws instruction, the landlord will be liable for the let fee plus reasonable additional costs as listed in these terms of business. Please note it is important to consider that if the landlord refuses to proceed with a previously agreed tenancy, the tenant could take legal action for losses suffered.

Withdrawal by Applicant

If the Agent takes a non-refundable holding deposit from an applicant, if the applicant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent if a new tenant cannot be found before the planned start date of the tenancy.

Advanced Rent

Where we are in receipt of advanced rental payment, advanced management fees will be retained accordingly.

Early Release

In the event a tenant wishes to terminate their agreement before the end of a fixed term contract, this would be based on the following:

- a) The landlord's agreement
- b) That the cost to the landlord to find a new tenant will be covered by the current tenant*
- c) That all rent and associated bill will be covered until a new tenancy begins.

*Our cost to find a new tenant mid-term would be 80% + VAT of the rent, if agreed and if within the last 3 months of a tenancy it is expected that a landlord cover a proportion of this cost which is calculated on a sliding scale basis.

3. Agent Obligations

Below is a detailed summary of the areas we cover under each service option.

Option A – Let Only includes:

- ◆ **Market Appraisal** to offer advice as to the likely current market rent achievable
- ◆ **Property Advice** on condition, suitability to market, Health & Safety and other legislative matters
- ◆ **Marketing** of the property i.e. photography, videography (if applicable), advertising within the Ian Macklin & Company website, rightmove.co.uk, onthemarket.com and a 'To Let' Board situated at the property where permitted
- ◆ **Viewings** accompanied by the agent unless otherwise instructed
- ◆ **Negotiation** of offers between applicant and landlord, offer confirmation to both parties including terms of offer
- ◆ **Applicant assessment** We will obtain applicant references appropriate to the applicants' circumstances (this may be outsourced to a referencing company) and once complete, we will request approval of the prospective tenant from the landlord
- ◆ **Right To Rent** The Agent will take responsibility to conduct the initial check that all tenants and occupants over the age of 18 legally have a right to rent a private property in the UK. Any ongoing checks thereafter are the responsibility of the landlord

- ◆ **Preparation of appropriate Tenancy Agreement** once applicants have been accepted by landlord. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence.
- ◆ **Collection of minimum first months rent** and deduction of agency fee and any other agreed fees incurred and transfer of remainder (if any) to the Landlord accompanied by a detailed financial statement.
- ◆ **Collection of and Registration of the deposit** with the Deposit Protection Service (DPS) as required by The Housing Act 2004, unless otherwise instructed by the landlord. **If the landlord wishes to hold and register the deposit** they must advise us at least seven days before the commencement of the tenancy which scheme he intends to use – please see Landlord Obligations for more information in this respect. The Let Only service will not include any involvement in discussions regarding deposits at the end of the tenancy – we will however take the landlord’s instruction and inform the DPS accordingly.
- ◆ **EICR, Gas Certificate, Smoke and Carbon monoxide alarms** If we do not receive valid copies of these Certificates from the landlord, or confirmation that alarms are present before the commencement of the tenancy, we will arrange for alarms to be installed and for appropriate contractors to attend to carry out certification. The cost of this will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks and alarms to be installed. We have no liability if you fail to do so.
- ◆ **Agent Agreement Withdrawal** If the Agent wishes to end this agreement at any stage the Agent will confirm in writing to the landlord giving reasonable notice to allow the landlord to appoint another agent

Option B – Let Plus includes all points in Option A plus:

- ◆ **Monthly collection of rent and statement of account.** Payments received will be sent to you within two working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank account.
- ◆ **Rent Arrears** We will do everything possible to ensure rent is received on time however we cannot be held responsible if the tenant fails to pay rent unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letters (maximum three). If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.
- ◆ **NRL** If the landlord lives overseas, we must account to the HMRC and this may include deducting basic rate income tax. To avoid this the landlord must apply for NRL (Non residential landlord) status and approval to receive rent with zero deductions. If approval is not obtained, an extra 1% plus vat will be charged on the normal fee to cover the cost of the extra administration involved.
- ◆ **Inventory** Arrange for a full inventory and condition report to be provided to the Tenant at the start of the Tenancy. The Inventory will be carried out by 3rd party of our choice and will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, appliances, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any articles of exceptional value in the property without prior arrangement with the Agent. Any appliances will NOT be tested for safety or to be in working order, a qualified contractor should be appointed for this purpose.
- ◆ **End of Tenancy** Following the departure of tenants, arrange for a final inspection of the Property utilising the original Inventory and Condition Report for comparison. Testing of all the electrical appliances, heating system and plumbing is *not feasible* during this inspection; a qualified contractor should be appointed for this purpose should the Landlord require it. Any deficiencies or dilapidations would normally be reported to the Landlord together with any recommended deductions or replacement values. We will then coordinate the deposit return (or part thereof if necessary) to the tenant.

Option C – Fully Managed Service all points in Option A and B plus:

- ◆ **Right To Rent** The Agent will take responsibility to conduct the initial and all ongoing checks that all tenants and occupants over the age of 18 legally have a right to rent a private property in the UK.
- ◆ **Property visits** to ensure that the condition of the property is being maintained satisfactorily, provided the Tenant grants access. In the first 12 months we would first look to visit after month 1 and then every 4 months following, if the tenancy continues after this, and the Tenant is clearly taking care of the property, the visits would reduce to every 6 months until the end of the tenancy. (NB Responsibility for and management of an empty property, i.e. no tenant, is not included, and will only be carried out by special arrangement). A visit can only be regarded as a general oversight of the property and will not constitute a complete check of every part of or every item therein. The aim of the visit is to 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.
- ◆ **Float** Retain from the first rental payment made after all our Commission, fees, costs and expenses have been paid the sum of £150.00 which will be held to create a repair fund or ‘float’. We will then retain enough money from each subsequent rental payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the Tenancy. This will be returned at the end of the tenancy if not required to cover any outstanding contractor invoices.
- ◆ **Maintenance** Co-ordination and instruction of any general minor maintenance work that has been noted on property visits or highlighted in between visits by the tenant. Maintenance invoices received will be settled from the Float, next rental payment or pre-agreed monies received from the Landlord. Except in the case of an 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. Maintenance work constitutes the general running of a property in order for the tenant to live safely and comfortably. Any major works required altering the fabric of the property would be outside the scope of our management duties. Although we would help to facilitate wherever possible, we will not be responsible for the instruction, supervision or management of any major building work or refurbishment.

Please note we will not be liable for any loss or damage suffered by the landlord via the act, negligence or omission of any third party which may arise other than through our negligence.

- ◆ **Management take over from another Agent (mid-tenancy)** this can only commence from the next rental payment date due and will be subject to Initial Set up and final check out fees (see page 5)
Please note Ian Macklin Lettings will not be liable for any discrepancies or negligence which may have occurred prior to the management take over date
- ◆ **Certificates** Any statutory testing required e.g. electrical inspections, gas safety tests, energy performance certificate etc will be arranged and charged for as per the aforementioned fee schedule by Ian Macklin Lettings unless the landlord instructs otherwise.
- ◆ **Utility Notifications** Where an inventory or checkout is included in the service provided by Ian Macklin Lettings, the meter readings will be taken as part of these reports providing they are accessible and where not obviously visible the landlord has provided details of their locations. The responsibility of informing the utility companies and closing or clearing any accounts will be the responsibility of the landlord or tenant.
- ◆ **Renewal or Notice** In order to regain possession of a property at the end of a fixed term agreement a landlord must supply a minimum TWO months notice to a tenant, we will only serve this notice upon direct instruction to do so from the landlord. During the last 3 months of a tenancy we will begin the renewal process approaching both landlord and tenant to determine their intentions. If renewal is required by both parties we will perform a rent review, negotiate this along with any additional term changes, re-serve the required certificates and how to rent guides, check the deposit is still within legislation, draft the new agreement for approval and arrange signatures to secure.
- ◆ **Signatures** We will endeavour to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However, if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.
- ◆ **Post** Where possible we will ensure that the landlord's post be sent to the landlord however this is not our responsibility and the landlord should ensure appropriate redirection is set up.

4. Landlord Obligations

- ◆ **Payment** The landlord will pay to the Agent fees and expenses appropriate to the level of service required as set out in these terms of business and also any required repairs. Where such monies are insufficient from rent received, the landlord will pay any shortfall on request.
- ◆ **Consent for Letting** The Landlord confirms that he/she is the sole or joint legal owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease and building insurer.
- ◆ **Mortgage** Where applicable, the Landlord confirms that permission to let has been granted by the mortgage provider. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to agreement of application. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.
- ◆ **Right To Rent** The Agent will take responsibility to conduct the initial check that all tenants and occupants over the age of 18 legally have a right to rent a private property in the UK. **If the property is not fully managed**, any ongoing checks thereafter are the responsibility of the landlord. For current acceptable documents and Right To Rent Guidance please check the government website www.gov.uk
- ◆ **Sub-Letting** If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Tenancy Agreement. If the Agent is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.
- ◆ **Insurance** The Landlord will ensure that the Property and the contents included in the Inventory are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform

your insurers whenever the Property remains vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Property is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Property to attach to the Tenancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

- ◆ **Agent Authorisation** The Landlord authorises the Agent to carry out the various duties of property management as detailed in the Agent Obligations and to sign the landlord approved tenancy agreement, notices and any relevant documentation for and on behalf of the landlord. The Landlord also agrees that the Agent may take and hold deposits in accordance with relevant legislation. It is declared that the Agent may earn and retain commissions on insurance policies issued. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Tenant that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into a Tenancy Agreement.
- ◆ **Payment of Council Tax** will normally be the responsibility of the tenants in the Property, however landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of Council Tax then rests with the owner of the property.
- ◆ **Deposit** We will register the deposit with the Deposit Protection Scheme (DPS) as required by The Housing Act 2004, unless otherwise instructed by the landlord however **if the landlord wishes to hold and register the deposit** they must advise us at least seven days before the commencement of the tenancy which scheme he intends to use and must register it within thirty days of the tenancy starting or the Deposit being taken whichever is the earlier. It will remain your responsibility to ensure that the Deposit is protected and the Prescribed Information served on the Tenant and any Relevant Person from time to time throughout the Tenancy. Under no circumstance do we accept liability for your failure to register the Deposit and serve the Prescribed Information for each tenancy, including statutory periodic tenancies and renewals.
- ◆ **Confirmation of Acceptable Tenant References** References considered acceptable are a recommendation only by the agent and landlords are required to confirm in writing that the references are acceptable to them. When we

proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We do not reference tenants again when tenancies are extended or renewed unless requested specifically by the landlord, and the cost of this would be covered by the landlord.

- ◆ **Mail Landlords** must inform all parties of their new or permanent address and arrange for mail redirection.
- ◆ **Quiet Enjoyment** The landlord agrees to allow the tenant quiet enjoyment of the property for as long as the tenant is lawfully entitled and the landlord will not do anything which is likely to contravene the Race Relations Act 1976 or the Sex Discriminations Act 1975 and their codes of practice.
- ◆ **Condition of Property** The Landlord agrees to ensure the property is cleaned to a professional standard prior to letting and is in good condition and in accordance with the Housing Act 2004 in relation to Fitness Standards for Dwellings. A property offered in good condition will not only provide a better rental return but may also be well maintained by the Tenants.
- ◆ **Safety Legislation** The Landlord will ensure that the Property is fit to be let, safe to be let, compliant with all statutory requirements as listed on [page 17](#) of this agreement and that all appliances and goods are in full working order, serviced and have safety instructions for use. Should the manuals not be provided physically or electronically and a tenant is unable to use the appliance, the landlord will be liable for any costs associated with facilitating the use of the appliance.
- ◆ **Rent Arrears or Breach of Covenant** Although we will take action in your name to recover unpaid monies or highlight a breach of contract by serving the appropriate letter, it is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests. This will include instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Property. All costs and disbursements incurred including legal costs and disbursements will be payable by you.
- ◆ **Taxation** The Landlord will be liable for tax on income arising from letting the Property and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Property.
The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category

it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk/cnr/nr_landlords.htm. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate. This money is forwarded to HMRC on a quarterly basis. If the Tenant pays you direct, you are non-resident in this country and they have not received approval from HMRC to pay the Rent gross they must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

The above is a guide only and full advice must be sought from an accountant.

- ◆ **Reimbursement of the Agent** You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Property the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.
- ◆ **Water Rates** You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Property to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. 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.
- ◆ **Sub-Contractors** Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

5. Tenant Deposit Handling

◆ Deposit Handling (Agent to Hold through DPS)

At the commencement of the tenancy, to comply with current legislation under the Housing Act 2004 we will register the Deposit and transfer it to the Deposit Protection Service (“DPS”) within thirty days of the Tenancy commencing unless specifically requested by the Landlord in writing to transfer it to them and this is documented in the Tenancy Agreement.

For the Let Only Service, the landlord will be responsible for the checkout at the end of the tenancy and subsequent discussion regarding any potential deductions from the deposit. We will then take your instruction to contact the DPS and request the release of the deposit (or part of) directly back to the tenant. In this respect, it is important to keep in contact with the tenant and ensure you carry out regular inspections on your property and to make the tenant aware immediately if you have any concerns with how they are caring for your property.

◆ Deposit Handling (Landlord to Hold)

If the Landlord decide(s) to hold the Deposit you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. We will transfer it to you within seven days of the Tenancy commencing. You must then register it with a Tenancy Deposit Protection Scheme within thirty days of the Tenancy commencing or the deposit being received, whichever is earlier. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount between one and three times the Deposit the sum being up to the discretion of the judge. You will be unable to serve or enforce a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

6. Safety Legislation

Landlords are legally responsible for the safety of their properties and any equipment provided with the property before a tenancy begins and throughout the tenancy duration. You should read and understand these regulations before signing the terms of business. The letting of property is closely regulated with respect to consumer safety. The following regulations apply:

- ◆ **The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it and charge for the removal and/or disposal of the item(s). The Regulations require that specified items must be must be match resistant, cigarette resistant and carry a permanent label.

- ◆ **Electrical Equipment (Safety) Regulations 1994**

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be an administration charge in addition to the cost of the safety check itself.

- ◆ **Gas Safety (Installation and Use) Regulations 1998**

It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be a charge as shown in Schedule 1. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the

Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.

◆ **Part “P” Building Regulations (Electrical Safety in Dwellings)**

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

◆ **Smoke Alarms and Carbon Monoxide Alarms**

Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. It is not the law that carbon monoxide alarms are fitted to premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

◆ **Energy Performance Certificate (EPC)**

All properties going on the market for letting must have a valid EPC with a minimum rating of “E”. A copy must be given to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown on page 4.

◆ **Legionnaires disease**

In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the tenant at the Premises and confirms he has considered all risks regarding Legionnaires Disease.

7. Privacy Notice

Ian Macklin & Company Privacy Notice May 2018:

How Ian Macklin & Company ("we") use your information

Your privacy is important to us. We are committed to safeguarding the privacy of your information.

What data do we collect & why?

We will collect and hold the information deemed necessary to enable us to communicate with our clients and to manage our client body as we are contracted to do so. In the context of GDPR we consider our clients as owners of properties we have been instructed to value, market or manage and thus generating the lawful basis (under Articles 5(2) and 24) upon which we hold the information. This information will include names, contact details, address, Identification and other sensitive personal data such as bank details. We will sometimes hold similar information for anyone who may be nominated by our clients as someone who we may contact in their absence.

How do we process data?

Most of our information is held electronically within an operating system which is subject to secure and password protected access rights. Any hard copy information is collected and contained within lockable filing cabinets and is destroyed in accordance with the Data Protection legislation.

How do we use and share data?

We will use the information given to us by our clients to make contact with them in accordance with the duties and purposes for which we are contracted and any information that is shared to a third party is done so under the context of compliance with the law or legitimate interests.

How long do we hold data for?

We hold your data for varying lengths of time depending on the type of information in question but in doing so we always comply with Data Protection legislation. Please contact us if you wish to make any changes to the information we hold, if for example it is or has become inaccurate.

Requesting access to your personal data

Under Data Protection legislation, you have the right to request access to information about you that we hold. To make a request for your personal information contact the Data Protection Officer at lettings@ianmacklin.com or write to Ian Macklin Lettings, 160 Ashley Road, Hale, WA15 9SF

You also have the right to:

1. Object to processing of personal data that is likely to cause, or is causing, damage or distress
2. Prevent processing for the purpose of direct marketing
3. Object to decisions being taken by automated means
4. In certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and claim compensation for damages caused by a breach of the Data Protection regulations.

For further information on how your information is used, how we maintain the security of your information and your rights to access information we hold on you please contact the Data Protection Officer at lettings@ianmacklinlettings.com or write to Ian Macklin Lettings, 160 Ashley Road, Hale, WA15 9SF

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

Contact:

If you would like to discuss anything in this privacy notice, please contact the Data Protection Officer at lettings@ianmacklinlettings.com or write to Ian Macklin Lettings, 160 Ashley Road, Hale, WA15 9SF

8. Signatures

The terms & conditions of this Agreement may be varied by either party, but only with prior notice.

The terms & conditions of this Agreement can be acceptable if they are attached to an email and the landlord instructs The Agent via reply email accordingly.

I/we confirm that there are no major repairs any planning or other fact or condition of which I/we are aware which may affect the letting of the premises below.

I/we accept these terms of business and instruct the Agent to undertake the service as indicated below: (please indicate)

Option A Let Only Option B Let Plus Option C Fully Managed

I/we confirm that we are the sole/joint owners of the Property known as:

(rental property address)

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing. The Landlord confirms that they are aware of the safety obligations as outlined and will ensure that the property is made available for letting in a safe condition and in compliance with the necessary regulations. Whilst the Agent shall take all reasonable steps to audit that relevant equipment is checked at the beginning of the tenancy or during the tenancy as required, this does not relieve the Landlord of his legal responsibilities and the Landlord agrees to indemnify the Agent for any expenses or costs incurred as a result of non-compliance of the property to fire and appliance safety standards.

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Signed Landlord(s): _____ Date:

Print Landlord's full name: _____

Signed on behalf of the Agent: _____ Date:

Print Agent's Full Name: _____

On behalf of Ian Macklin Lettings Ltd **Company Registration Number 8236077**
Registered Office Address: 160 Ashley Road Hale WA15 9SF