

WALTON & ALLEN LETTINGS LIMITD

LETTINGS AND MANAGEMENT AGENCY AGREEMENT ('the Agreement')

Between: ('the Landlord') of;

Correspondents address:

And WALTON & ALLEN LETTINGS LTD ('the Agent') of:

The Pavilion, 1 Lace Market Square, Nottingham, NG1 1PB

Correspondents:

To Manage/Source a tenant for: (the
Property')

Commencing:

This Agreement is made between the Landlord of the Property and the Agent, who agree to act for the Landlord. The purpose of this document is to set out clearly the extent of the letting and management service offered and scale of the fees charged. The terms of this Agreement will constitute a binding legal document.

Company Number 10335780 VAT Number 151 004 372

TABLE OF CONTENTS

	Page
1. General Authority	4
2. Appointment	4
3. Services to be Provided by the Agent / Fees	4
4. Conduct of the Landlord	5
5. The Lettings Process	5
6. Holding Fees	6
7. Referencing	6
8. Inventory	6
9. Tenancy Agreement	6
10. Tenancy Deposits	7
11. Collection of Rent	7
12. Notices to Quit	7
13. Liability for Tenant Default	8
14. Legal Proceedings	8
15. Tax for Overseas Landlords	8
16. Council Tax	9
17. Utilities	9
18. Maintenance and Repairs	9
19. Compliance / Safety Regulations	10
20. Indemnity	12

21.	Termination of this Agreement	12
22.	Notices	13
23.	Inspections	13
24.	Insurance Cover	14
25.	General Clauses	14
26.	Management Fees and Additional Charges	15
27.	Handling of Client Money	15
28.	Liability	16
29.	Dispute Resolution	16
30.	Complaints Procedure	16
31.	Confidentiality	16
32.	Data Protection	17
33.	Entire Agreement	17
34.	Acceptance and Variation	17
35.	Cooling Off	18

Schedule 1 – Services provided for by the Management Fee

Schedule 2 – Scale of Fees

Schedule 3 – Landlord Checklist

Schedule 4 – Complaints Procedure

1. GENERAL AUTHORITY

1.1 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 and/or head lease. The Landlord confirms that appropriate permission to let out the Property has been obtained from the Bank/Building Society or other lender.

2. APPOINTMENT

2.1 The Landlord appoints the Agent to act on his/her behalf and to do anything the Landlord could do himself in respect of the letting and management of the Property for the duration of the Agreement and undertakes to ratify everything done by the Agent in good faith and to indemnify the Agent against all expenses, claims and liabilities incurred by the Agent in the proper performance of the Agent's obligations under this Agreement. To enable the Agent to carry out his duties effectively, the Landlord agrees to respond promptly with instructions to requests/correspondence received from the Agent.

2.2 By this appointment the Agent shall be entitled to take such action as it considers reasonable and necessary in providing the Services for the proper management of the Property, including and without limitation:

2.2.1 Authority to enter into agreements with third parties which contractually bind the Client on all matters relating to the Services whether on a permanent, temporary or a one off emergency basis; and

2.2.2 Instructing solicitors to issue and/or defend proceedings in the name of the Client and on the Client's behalf.

3. SERVICES TO BE PROVIDED BY THE AGENT / FEES

3.1. Subject to receipt of the Letting Fee, the Manager will perform the Services set out in Schedule 1 on the Landlord's behalf. The standard fee for management of the Property is taken as a percentage of the gross rents due for the period of the Tenancy. A set-up fee will not be levied.

3.2. The Agent's fees are set out in Schedule 2. Upon receiving a written request from the Landlord, the Agent may agree to provide Additional Services if required for an Additional Charge as agreed with the Landlord.

3.3. The Client authorises the Manager to carry out the Services itself, or by appointing a sub-contractor on its behalf subject to the matters referred to in Clause 18 below.

4. CONDUCT OF THE LANDLORD

4.1. The Landlord will complete the Landlord Checklist attached at Schedule 3 prior to signing this Agreement.

4.2. The Landlord will not attempt to market the Property for sale or letting or agree to sell or let the Property during the term of the Agreement. Upon instruction Walton & Allen are appointed as sole Agent to sell or let on the Landlord's behalf. The appointment of Walton & Allen to sell the Property will be subject to the Walton & Allen terms and conditions of sale. Our sales 'Agency Agreement' is attached to Schedule 4.

4.3. The Landlord must not issue any instructions to the Agent that would place the Manager in breach of the terms of the leases, relevant legislation/laws, ARMA regulations, the Royal Institution of Chartered Surveyors (RICS) Service Charge Residential Management Code or any regulations relating to the management of the Property (as amended and/or superseded from time to time). The Agent will use its reasonable endeavours to ensure it provides guidance to the Landlord so as to avoid any risks of a breach occurring.

4.4. From 1 August 2018 Selective Licensing will apply to most private rented Property within the Nottingham area. The Landlord must hold a Licence in order to let the Property and the Licence Holder cannot be based abroad. The Landlord can instruct Walton & Allen to be the Licence Holder for an agreed fee and the application fee must be paid to the Agent in advance of the application being made.

5. THE LETTINGS PROCESS

5.1 The Agent will visit the Property to carry out a Market Appraisal to assess likely rental income. This Appraisal is not a formal valuation and cannot be used for re-mortgage or insurance purposes.

5.2 The Agent will market the Property at our office, on our website and on at least two internet property portals. A 'for rent' board will also be used if appropriate.

5.3 The Agent will accompany all prospective Tenants on viewings at the Property. The Landlord will provide the Agent with a set of keys to carry out viewings (including all fobs and clickers

necessary to gain access to the Property. These keys will be securely held at the Agent's office.

- 5.4 Once instructed the Agent will retain the keys in order to perform their duties Letting and Managing the Property. This will also enable the Agent to gain access to the Property if there is an emergency.

6. HOLDING FEES

- 6.1 A holding fee is usually taken from a prospective Tenant who wishes to rent a Property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (obtaining bank references, conducting viewings, re-advertising) that may be incurred should the prospective Tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent, due to the Tenant deciding to withdraw or references proving unsuitable. We recommend rent is not accepted until suitable references are received.

7. REFERENCING

- 7.1 The Agent will interview prospective Tenants and will obtain references (including employer and previous Landlord character references). If necessary the Agent will use a third party referencing company to undertake additional checks and additional security can be requested by way of Guarantor. A reference is obtained for a Company.

8. INVENTORY

- 8.1 If necessary, the Agent will prepare a full photographic Inventory and contents list prior to the commencement of the Tenancy which will be signed by the Tenant at the start of the Tenancy. A standard inventory will include all removable items at the Property (unless of negligible value), carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other items that in the Agent's opinion may get damaged during a Tenancy. It is an important record of the condition of the Property for the purpose of potential deposit disputes.

9. TENANCY AGREEMENT

- 9.1 The Agent will prepare an Assured Shorthold Tenancy (AST) agreement in the Agent's standard form. Where an AST is not appropriate a suitable alternative agreement will be used. The Agent is authorised to sign the Tenancy Agreement on behalf of the Landlord. If

the Landlord or mortgagees require amendment of the AST, a fee for additional work may be requested (or the AST can be amended by the Landlord's own Advisor at the Landlord's expense).

9.2 The Agent will prepare a renewal agreement where it is agreed by both the Landlord and Tenant that the Tenancy will continue after the expiration of the fixed term. There is no charge if the Landlord chooses to allow the Tenancy to become periodic in which case the Tenancy will continue on the same terms as the original contract until either party gives notice.

10. TENANCY DEPOSITS

10.1 The Agent will collect a deposit from the Tenant (in addition to any rents due) immediately prior to/upon signing the Tenancy Agreement and will administer the funds in accordance with the Tenancy Deposit legislation currently in force. The purpose of the deposit is to protect the Landlord against loss of rent or damage to the property during the term of the Tenancy.

10.2 The deposit will be registered with the Deposit Protection Service (DPS) within 30 days of receipt and the Tenant supplied with proof of the deposit protection (known as the Prescribed Information) within the same 30 day time frame. Additional information can be found on the DPS website at www.depositprotection.com.

10.3 The deposit will be refunded to the Tenant at the end of the Tenancy less any agreed deductions.

10.3 The Landlord should notify the Agent if they wish a larger deposit to be held to protect against loss of rents or if insurance should be obtained.

11. COLLECTION OF RENT

11.1 The Agent will forward to the Landlord the monthly rent received less any Agency fees or expenses, contractor or associated costs incurred for the period. Payments will be made by cheque or BACS and a detailed rent statement will be provided.

12. NOTICES TO QUIT

12.1 Where the Tenant serves the correct notice to end the Tenancy the Agent will contact the Landlord for instruction.

- 12.2 It is agreed the Agent will serve notice on the Landlord's behalf to end a fixed term tenancy or during a periodic tenancy. This notice will be in the prescribed form.
- 12.3 If the Landlord wishes to terminate the Tenancy during a fixed term, the Landlord agrees to instruct a suitable Solicitor to prepare a Notice specifying the Ground(s) relied on as set out in Section 8 of the Housing Act 1988.
- 12.4 The Landlord will be responsible for all costs incurred in relation to the preparation of Notices and associated activities, including subsequent legal action if this is required.

13. LIABILITY FOR TENANT DEFAULT

- 13.1 The Agent cannot be held responsible for late or non-payment of rent by the Tenant(s), damage to the Property or any other associated legal costs incurred. It is recommended that an appropriate insurance policy is taken out.

14. LEGAL PROCEEDINGS

- 14.1 Where the Tenant does not pay the rent the Agent will contact the Tenant in the first instance. Where the Agent is unsuccessful in these initial actions, there are significant rent arrears or breaches of the Tenancy agreement, the Landlord will be advised to seek legal advice. Where the Agent is unable, after reasonable efforts, to contact the Landlord it is agreed that the Agent is authorised to instruct a Solicitor on the Landlord's behalf and the Landlord is responsible for payment of all legal fees and any associated costs.
- 14.2 The Agent is not responsible for collecting outstanding rent once the Tenancy has ended.

15. TAX FOR OVERSEAS LANDLORDS

- 15.1 When letting Property and collecting rents for Landlords overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by the Inland Revenue to receive rent gross.
- 15.2 The Agent requests the Landlord appoints an accountant, in the absence of which the Agent reserves the right to employ a suitably qualified accountant to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and reasonable administration expenses may be charged by the Agent for costs incurred in connection with

such tax liabilities at the request of the Landlord, the Landlord's accountant or the Inland Revenue.

15.3 The Agent will not advise you in relation to tax.

16. COUNCIL TAX

16.1 Payment of Council Tax will usually be the responsibility of the Tenant(s) in the Property but the Landlord remains responsible for payment when the Property is empty, let as holiday accommodation, or as a house in multiple occupation (HMO).

17. UTILITIES

17.1 The Landlord will provide the Agent with details of the location of utility meters.

17.2 The Agent will record meter readings at the commencement and conclusion of the Tenancy (where they are reasonably accessible). The Agent will notify the relevant companies (electricity, gas, water) and authorities of change of occupancy. In some cases, the utility company (i.e. BT) require a formal authority direct from the new occupier and it will not be possible for the Agent to deal with this on the Landlord's or Tenant's behalf.

17.3 If necessary, the Landlord is responsible for informing all parties (i.e. banks, clubs, societies etc.) of their new correspondence address or putting in place a mail forwarding service, as Tenants cannot be relied on to do this.

17.4 The Landlord hereby confirms that they have authorised the Letting Agent to take the following actions on behalf of the Landlord in connection with the supply of gas and/or electricity to each Property: (i) to enter into contracts with an energy supplier selected by the Letting Agent in connection with the supply of gas and/or electricity to each Property while that Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of that Property ; (ii) to engage with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property; and (iii) to provide the Landlord's information (including any personal data relating to the Landlord and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each Property and managing and administering any gas and/or electricity supply contract(s) in connection with each Property.

18. MAINTENANCE AND REPAIRS

- 18.1 The Landlord agrees to provide the Property to the Tenant in a good and lettable condition in line with their legal obligations under section 11 of the Landlord and Tenant Act 1985.
- 18.2 The Landlord agrees to make the Agent aware of any ongoing maintenance problems. The Landlord further agrees that the Agent may arrange and approve works up to the value of £250 for UK Landlords and £350 for overseas Landlords (“the Retained Maximum Expenditure limit”). This limit (or other amount as individually agreed) is the amount the Agent has authority to spend on any single item or repair, in any single monthly accounting period without prior reference to the Landlord. The reasonable costs involved will be debited to the Landlord’s account.
- 18.3 The Agent will administer any miscellaneous maintenance and repairs (“works”) on behalf of the Landlord using independent contractors. Where works exceed the Retained Maximum Expenditure limit the Agent will seek authorisation from the Landlord prior to instructing works, except in an emergency where there is risk of further damage to property, persons or life.
- 18.4 The invoices for works are the responsibility of the Landlord. (NB: The administration of major works or refurbishment will incur additional charges.)
- 18.5 The Agent endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship.

19. COMPLIANCE / SAFETY REGULATIONS

YOU MUST READ AND UNDERSTAND THESE OBLIGATIONS BEFORE SIGNING THIS AGREEMENT.

- 19.1 The letting of Property is now closely regulated particularly in respect of consumer safety. The Landlord is required to comply with the following:
- (a) **Energy Performance Certificate (EPC)** – all buildings require an EPC which grades them on their level of energy efficiency. The Landlord must supply the Agent with a valid EPC prior to signing this Agreement (NB: from 1 April 2018 an F or G rating is not acceptable). If the Property does not have an EPC the Agent can commission this on the Landlord’s behalf. The Certificate is currently valid for 10 years.

- (b) **The Immigration Act 2015** – the Agent will perform the necessary “The Right to Rent” checks on all adult Tenants prior to the commencement of a Tenancy. The Agent is only responsible for these checks for the duration of the Agreement. A follow-up check is required at the end of the Tenant’s permission to stay in the UK or 12 months after the previous check. If the Agreement is cancelled the Landlord will assume responsibility for future checks.
- (c) **Gas Safety (Installation & Use) Regulations 1998 (as amended)** – all rented Property with a gas supply must have a Gas Safety Certificate carried out prior to a Tenancy commencing and a copy given to the Tenant before they move in. A safety check must then be made annually by a Gas Safe Registered engineer and a copy issued to each existing Tenant within twenty eight (28) days of the check being completed. The Landlord agrees to provide the Agent with a copy of the Gas Safety Certificate prior to the Tenancy start date.
- (d) **The Electrical Equipment (Safety) Regulations 1994 (as amended)** – As a Landlord it is your legal responsibility to ensure that all mains electrical equipment (cookers, washing machines; kettles, toasters etc) in the Property are safe for the Tenant to use. This includes brand new appliances. The best way to demonstrate compliance is to have a PAT Test (Portable Appliance Testing) carried out by a qualified electrician. The certificate is only a legal requirement if the Property is an HMO. However, it is a criminal offence to knowingly supply unsafe electrical appliances and fixed wiring.
- (e) **The Plugs & Sockets etc. (Safety) Regulations 1994** – Under this Regulation any plug, socket, fuse-link or adaptor ordinarily intended for domestic use at a voltage of not less than 200 volts, must conform to the appropriate British standard. The Landlord is responsible for ensuring that the property is safe in line with Electrical Equipment regulations. The Agent can ensure these checks are undertaken prior to the commencement of the Tenancy on the Landlord’s request.
- (f) **Legionella** – a Landlord must carry out a risk assessment at the Property prior to letting especially if there are open water tanks, cooling systems or a swimming pool. The Agent requests that a copy of the written risk assessment is provided prior to signing this Agreement. By signing this Agreement the Landlord acknowledges his responsibility for the safety of the Tenant at the Property and confirms he has considered all risks regarding Legionnaires Disease.

- (g) **The Furniture and Furnishing (fire) (safety) Regulations 1988 (as amended in 1989 and 1993)** – if the Property is provided furnished, each item of furniture must have a label to confirm it complies with the ‘The Furniture and Furnishings Fire and Safety Regulations Act 1988’. There are some exceptions for antique furniture. All soft furnishings supplied with the Property such as mattresses, padded headboards and pillows, should also carry a fire retardant label.
- (h) **Smoke Alarms** - Under the Smoke and Carbon Alarms Regulations (2015) it is the Landlord’s responsibility to ensure the Property possesses at least ONE working smoke detector per floor (ideally in the hallway or landing), battery operated or mains powered. The Agent will conduct a check on detectors at the commencement of the tenancy and during periodic inspections.
- (i) **Carbon Monoxide Monitors** – Under the Smoke and Carbon Alarms Regulations (2015) Properties with a solid fuel source require a carbon monoxide detector. The Agent recommends all Property with a gas supply has a detector. The Agent will provide a suitable alarm and will conduct a check on the detector at the commencement of the Tenancy / during periodic inspections.
- (j) Houses of Multiple Occupation (HMO) – the Landlord must register the Property as an HMO with the Local Authority. If additional compliance or a licence is required this will be the Landlord’s responsibility. The Landlord agrees to provide the Agent with a copy of the HMO Licence prior to signing this Agreement.
- (k) Selective Licensing Zones – the Landlord agrees to provide the Agent with a copy of the correct Licence for the Property prior to signing this Agreement. This includes Mandatory, Additional Selective or any other licensing applicable to the Property. The Agent can assist in obtaining a Licence on request.

20. INDEMNITY

- 20.1 The Landlord agrees to pay the Agent for all services provided and agrees to indemnify the Agent against any and all costs incurred whilst executing their duties as Agent as part of this Agreement. This will include reasonable expenses or penalties that may be incurred as a result of non-compliance in relation to (a) to (k) above.

21. TERMINATION

- 21.1 This Agreement may be terminated by either party by way of three months' written notice. The termination date will be the date 3 months' after the date of the written notice.
- 21.2 A termination fee will be payable from the date of termination to the end of the existing Tenancy date. The fee is calculated as the agreed standard management fee multiplied by the period between the termination date to the end of the existing Tenancy date (pro-rata).
- 21.3 Where the Tenancy is periodic the additional termination fee will be calculated as three times the standard management fee.
- 21.4 The Agent may end this Agreement at any time if:
- 11.4.1. The Landlord fails to pay the Managing Fee or any Additional Charges owing to the Agent within one calendar month of notice of the fee and charges being overdue (unless they are disputed) or
- 11.4.2. The Landlord acts in a way that unreasonably prevents the Agent from performing its services under this Agreement and the Landlord has been notified.
- 21.5 Upon the termination of this Agreement, for whatever reason, the Landlord agrees to pay to the Agent all costs, contractor fees, expenses or penalties that have been incurred whilst executing their duties under this Agreement.

22. NOTICES

- 22.1 Any notice served pursuant to this Agreement shall be in writing and shall be duly given if sent by recorded delivery post or (outside the UK) by airmail to the other party at its address specified at the front of this Agreement or at such the other address as it may have notified for the purpose to the other Party.
- 22.2 In the interests of protecting the environment it is agreed between the parties that in relation to all other notices and/or requests given under this Agreement such notices/requests shall be effectively served if in writing and sent by email to the other Party.
- 22.3 The Landlord authorises the Agent to effect all communication with the Tenant by email on the understanding that each Tenant will be given the express right to opt into this form of communication.

23. INSPECTIONS

- 23.1 Under the Standard Management Service, the Agent will normally carry out periodic inspections. It is not the intention to check every item of the inventory at this time. The inspection is concerned with verifying the good order of the Tenancy (i.e. is the Property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include an inspection of the following: carpets, walls, main living areas, white goods and gardens. Where an issue is identified the Agent will usually undertake a second, more detailed inspection.
- 23.2 Following the departure of the Tenant(s), a final "check out" inspection of the Property is carried out by the Agent with reference to the original Inventory. The Agent will submit a report to the Tenant and Landlord in accordance with the rule of the Tenancy Deposit Scheme. Any deficiencies or dilapidations would be submitted to the Landlord together with any recommended or replacement values.
- 23.3 Testing of all the electrical appliances, heating system and plumbing will not be carried out during this inspection. A qualified contractor should be appointed for this purpose if required by the Landlord.
- 23.4 If the Property is empty for any period during the management term it is the responsibility of the Landlord to visit the Property to check on security and upkeep. In most instances Insurance Companies require all empty Property to be checked at regular intervals. If the Landlord requires the Agent to carry out these visits, a written request must be submitted to the Agent and a charge of £30 plus VAT per visit will be levied.

24. INSURANCE COVER

- 24.1 The Landlord shall be responsible for ensuring the Property is insured and that the insurance policy covers the situation where the Property is let (furnished or unfurnished) and the level of insurance cover and/or the risks insured are sufficient and/or appropriate.
- 24.2 The Landlord will provide the Agent with a copy of all applicable Insurance Policies.
- 24.2.1 The Agent would normally be responsible for the administration of any insurance claims arising during the period of management where the property is managed under the full "Standard Management Service" and will be subject to an additional charge for major works (see Clause 18 – Maintenance).

25. GENERAL CLAUSES

- 25.1 Instructions – it is agreed that any instruction to the Agent from the Landlord regarding termination, legal proceedings, major repairs, payment details or other significant details regarding the letting are to be confirmed to the Agent in writing.
- 25.2 Value Added Tax (VAT) – agent fees are subject to VAT at the current rate (20%).
- 25.3 Housing Benefit (or since 2013 the housing cost element of Universal Credit) – the Landlord undertakes to re-imburse the Agent for any claims arising from over payment by the Local Authority of housing benefit or other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the currency of the Tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.
- 25.4 Void periods – the Landlord assumes responsibility for the Property during a void period. This responsibility extends to all services and utilities.
- 25.5 Selling to the Tenant – In the event that a Tenant, the Guarantor, or any person granted the benefit of the Tenancy purchases the Property which he/she has been renting within the last six months, or where the Agent has been involved with the negotiation of a sale of the Property, a commission of 1% plus VAT of the negotiated purchase price will be paid to the Agent. The fee is payable upon completion or on exchange of contracts where the completion is more than six months after exchange.

26. MANAGEMENT FEES AND ADDITIONAL CHARGES

- 26.1 The Management Fee is payable for the Services listed in Schedule 1.
- 26.2 Additional Charges are payable for any Additional Services requested orally or in writing by the Landlord.
- 26.3 The Landlord authorises the Agent to deduct at the relevant times (as and when applicable) the following sums from the Landlord's designated bank account:
- 26.1.1 Management Fee;
- 26.1.2 Any approved Additional Charges;
- 26.1.3 Any other monies due to the Agent arising from or in connection with this Agreement.

27. HANDLING CLIENT MONEY

27.1 The Agent will open and retain a designated client bank account(s) in the Landlord's name for the receipt of all money due to the Landlord and the payment of expenses relating to the Property. All such monies shall be held in trust and in accordance with statutory and RICS regulations and guidance and for the benefit of the Landlord.

28. LIABILITY

28.1 The Landlord indemnifies the Agent against any and all claims made against the Agent by another party for any loss, injury, damage or legal or other expenses and all costs, expenses and liabilities (including legal costs) properly and reasonably incurred in performing the Services under this Agreement.

29. DISPUTE RESOLUTION

29.1 If any dispute arises out of this Agreement, the Parties will attempt to settle it by negotiation.

29.2 If the Parties are unable to settle any dispute by negotiation within 28 days from when the dispute was first notified to the other Party (or sooner if the Parties agree), either Party may refer the dispute to the Agent's Ombudsman scheme.

30. COMPLAINTS PROCEDURE

In the event that the Landlord is dissatisfied with any of the Services provided by the Agent under the terms of this Agreement the Landlord is referred to the Agent's Complaints Handling Procedure which is annexed at Schedule 5.

31. CONFIDENTIALITY

31.1 All information concerning the Landlord or Tenant(s) is confidential and will be held by the Agent in accordance with the provisions of the Data Protection Act 1998 (as amended by the General Data Protection Regulation).

31.2 Information will not be shared with any third party, unless the Agent is authorised by the Landlord or is required to do so by a court of competent jurisdiction or by a Governmental or regulatory authority or where subject to a valid and existing legal right, duty or requirement to do so. The restrictions in this clause shall survive the termination of this Agreement.

- (ii) registering the Landlord with the relevant Local Authority for the payment of council tax
- (ii) 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.

32. DATA PROTECTION

The Agent confirms its registration under the Data Protection Act and its compliance therewith in so far as the same relates to the provisions and obligations of this Agreement.

33. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties relating to the subject matter of this Agreement. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent by law.

34. ACCEPTANCE AND VARIATION

By signing this Agreement the Landlord accepts the terms and conditions. These may be varied, amended or altered by the Agent at any time by giving the Landlord two months' notice in writing. The variations will be binding on the Landlord at the expiry of the two month notice period. If the Landlord is unhappy with the proposed changes the Landlord has the right to cancel the Agreement as set out in clause 21.

35. COOLING OFF

Where the Agreement is signed away from the Agent's office the Landlord has the right to cancel the Agreement within 14 days of the date the Agreement was signed. If the Landlord opts to cancel the Agreement, he/she agrees to pay the Agency reasonable costs for the works carried out at the point.

Signed on behalf of the Landlord

Signed on behalf of the Agent

Print Name

Print Name

Signature

Signature

Dated

Dated

Schedule 1 – Services provided for by the Management Fee

	Services
1.	Advising as to the likely rental income
2.	Advertising and generally marketing the property
3.	Interviewing prospective tenants and taking up full references including employer reference or previous Landlord character reference. Where necessary, additional security would be requested by means of a guarantor
4.	Preparing the Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the Agreement where necessary at the end of the Term
5.	Preparing a full photographic inventory and contents list
6.	Liaising with a Landlord's mortgagees where necessary with regard to reference and Tenancy Agreement
7.	Taking a deposit from the tenant to be held in a Regulated Deposit Protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear
8.	Forwarding to the Landlord the monthly rent received less any fees or expenses due or incurred for the period. Payments will be made by cheque or BACS and a detailed rent statement will be forward to the Landlord
9.	Arranging with service companies (principally electricity, gas and water) for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy. (Although deregulation of the Statutory Agencies is making this increasingly difficult. You may need to notify the relevant agencies to finalise your accounts).
10.	Periodic inspections of the Property are carried out. Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement
11.	Making payments on behalf of the Landlord from rents received for costs in managing the property
12.	Carrying out a full property inspection and inventory check at the end of the tenancy and dealing with matters relating to unfair wear and tear before releasing the tenants deposit
13.	Carrying out an Energy Performance check if required. Additional items and other expenses will be charged according the scale of fees provided in this agreement
14.	Make selective licensing application, if applicable
15.	Comply to selective licensing conditions using best endeavours

Schedule 3 - Landlord Checklist

Landlord Name	Title	Forename	Surname
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Landlord ID	Please Include the following documents:	Proof of Identity*	Tick here
		Proof of Address+	Tick here
		Copy of Mortgage Statement	Tick here

***Acceptable Forms of ID Include:**

Current Passport

Current Full UK Driving Licence

UK Armed Forces ID Card Police Warrant Card

Firearms or Shotgun Certificate.

+Acceptable Forms of Proof of Address Include:

Recent Council Tax Bill (Max 12 months old)

Recent Utility Bill (Gas / Electricity / Water – Max 6 months old)

Bank Statement (inc Building Society or Credit Card - Max 6 months old)

Inland Revenue Tax Notification (Not P45 or P60)

Where application is made by post, copies are acceptable but must be countersigned by a Professional Person to whom you have been known for at least 2 years. If in doubt, please contact Walton & Allen for advice on ID. These checks are made to comply with Government Money Laundering Regulations and as part of our underwriting process. All information is held in accordance with the Data Protection Act.

Payment Details	Bank Name						
	Sort Code	-	-				
	Account Number						
	Account Holder						
Residency	Are you UK Resident for Tax Purposes	YES			NO		
	If No, please give the FICO Number for this property						

Schedule 4 – Complaints Procedure

Walton & Allen Complaints Procedure

Stage One – Your Current Point of Contact

We receive very few complaints, however we understand that sometimes things don't go exactly to plan and occasionally go wrong. If this occurs, we encourage you to try and resolve the situation with the member of our team you have been dealing with.

Stage Two – Manager

If we are unable to resolve the situation at Stage 1, you may refer the case to the appropriate Manager responsible for the branch/department in question. Where necessary, if the situation remains unresolved, we recommend that the issue is raised within one month of completing Stage 1.

The person you have dealt with will provide you with the Manager's name and contact details. Alternatively you may write to info@waltonandallen.co.uk. We will acknowledge the escalation within three working days of receipt and work with you to try and resolve any issues raised as promptly as possible. A written response to summarise any investigations and steps taken will be sent within fifteen working days.

Stage Three – Departmental Director

If you still remain dissatisfied and wish to further escalate your complaint, you may then write to the Departmental Director at the following address:

Walton & Allen
The Pavilion
1 Lace Market Square
Lace Market
Nottingham
NG1 1PB
info@waltonandallen.co.uk
Tel: 0115 924 3304

The Departmental Director will acknowledge your complaint within three working days and will undertake a full review of your complaint, including how it has been handled to date, which may include further investigations into the background of your concerns. Within fifteen working days from receipt of your letter, the Departmental Director will detail their findings and recommendations in a written response to confirm our 'viewpoint' on the matter.

Stage Four – Shareholders/Departmental Directors Review

If you are still not satisfied with the 'viewpoint' in stage 3 then the shareholders and the Directors will hold a formal meeting, consider the facts and issue a 'final viewpoint'.

Stage Five – The Property Redress Scheme

After you have received our final viewpoint letter, if you are not satisfied with the proposed resolution, you may approach The Property Redress Scheme. Details of how to do this can be found at www.theprs.co.uk.

Please note that if you do wish to contact The PRS, you must do so within six months of the date of the final viewpoint letter. It is also important to note that The Property Redress Scheme will not consider your complaint until our internal complaints procedure has been exhausted.

31st May 2018