

RESIDENTIAL LETTINGS STANDARD TERMS OF BUSINESS

This Agreement is made between the Landlord(s) of the property, hereinafter called "The Owner" and The Agent, hereinafter called "The agent" whom which is noted on the front of this document and who independently owns and operates their business, authorised by Profectus Lettings Limited. Company Registration Number: 09375319.

Services

Listing

1. Advice on rent you can expect to receive
2. Advice on the furnishings and presentation of your property
3. Marketing and advertising your property, including a "To Let" board where applicable.

Tenant Find

4. Accompanied viewings with potential tenants, considering and reviewing applications, carrying out credit checks, "Right to Rent" verification and obtaining references for applicants and potential guarantors from their employers and current landlords if applicable.
- 4.a) A fee of £75.00 is payable to Profectus Lettings Limited by the landlord, should the landlord disagree with the suitable candidate we have vetted for the tenancy.
5. Arranging a suitable check in, organising completion and signing of the tenancy agreement as Agent on behalf of The Owner.
6. Collecting a security deposit and the primary rent payment from your tenant.

Fully Managed

7. Notifying the water authorities and council of change of occupier and assisting in the transfer of utility service accounts between tenancies and inspecting the property regularly and providing written inspection reports, ensuring that the tenants are satisfying their obligations under the tenancy agreement.
8. Responsibility for the day to day management of your property, including general maintenance or replacement of items when brought to The Agent's attention and which the Agent deems necessary up to an estimated cost of £500 (or a figure agreed separately in writing) for any one item or job, The Owner being responsible for the cost involved. Where an amount exceeds £500, the Agent will seek specific authorisation from The Owner or their nominated representative before instructing works. The Agent reserves the right to perform required repairs in an emergency, namely works required to make the property safe, secure or water tight, even if an agreed limit is exceeded and without further reference to The Owner.
9. Taking appropriate initial action in the event of any other breach of condition of the agreement in an effort to remedy the situation. Where such breach persists, notifying The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
10. All properties to be subject to a 'check in' and 'check out' inventory inspection comparing them to measure whether the property is, in The Agent's opinion, in satisfactory condition, subject to fair wear and tear, then organising and/or negotiating the return of the deposit to the tenant upon completion of the tenancy.

General

11. An Energy Performance Certificate (EPC), Gas Safety Certificate, EICR certificate and Buildings Insurance must be acquired or commissioned before a property is placed on the market. The Owner agrees to commission or provide these mandatory certificates and proof of insurance for the property.
12. In Wales or, In England where a Local Authority specifies the location of a property as one which requires the Owner to obtain a license before creating a tenancy, the Owner agrees to comply with any such requirement and supply Profectus Lettings Limited with a copy of the license for example: Birmingham City Council Select Licensing for Landlords.
13. In Scotland, the Property must meet the Repairing Standard and the Owner is required to be registered on the Scottish Landlord Register. The owner must ensure that adequate contents and buildings insurance is taken out and to notify insurance providers before letting the property and when the property becomes unoccupied.
14. Regarding the payment of outgoings, the Agent shall endeavour to query any obvious discrepancies and permits the Agent to accept and pay demands and accounts which appear to be in order. We cannot accept blame for the inadequacy of insurance cover or for maintenance charge demands/estimates where applicable.
15. The agent reserves the right to retain the final month's rent in instances where immediate expenses are anticipated, needed to prepare the property for the next letting. This will allow the agent to meet the terms of the tenancy deposit regulations where deposit funds may not be immediately available if a tenant does not agree proposed charges from their deposit.
16. The terms and conditions of the agreement may be altered by the agent subject to two months prior written notice.
17. The Agent is required to deduct income tax at the basic rate on rental income if the Owner or Joint Owner is classified as an overseas resident, unless the Inland Revenue supplies the Agent with an appropriate exemption certificate.
18. The agent will hold back the equivalent of one month's rent as a float to cover expenses that may occur during the tenancy in events whereby a tenant pays six months or more rent in advance. At the end of this period, the rent will be released to the Owner minus expenditure incurred.
19. The agent will take all responsible steps when vetting a new tenant to enable the Owner to comply with his/her obligations under the immigration act 2014.
20. We are directed to act on a sole agency basis only.
21. This agreement will form the basis for The Agent managing any other property for the Landlord at whichever level of service the Landlord chooses.
22. We reserve the right to appoint our rights and /or commitments under this agreement where applicable Complaints and The Property Ombudsman
23. If you believe you have a grievance, please write in the first instance to your Branch Director. You will receive an acknowledgment in 3 working days and a full written response within 15 working days of the acknowledgement. A copy of our complaints handling procedure is available on our website. The Agent is a member of PRS (The Property Redress Scheme) and follows the PRS Code of practice. The owner agrees that The Agent may give information about the letting of The Owner's Property to the Property Redress Scheme, if The Owner has registered a complaint and they ask for that information. The Owner also agrees to allow The Agent to share information with PRS to allow them to monitor and improve performance. The PRS code and Consumer Guide can be found at www.theprs.co.uk. Property Redress Scheme, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH. Call 0333 321 9418 or email info@prs.co.uk.
24. We must by law carry out checks on the Owner to confirm their identity, therefore all Landlords must provide proof of identification and property ownership e.g. title deed and proof of buildings insurance.
25. Keys – Profectus Lettings Limited require 3 sets of keys and/or security access cards/fobs to the property (2 sets for tenants, 1 set for Profectus Lettings Limited office). Where landlords fail to provide keys, Profectus Lettings Limited will fulfil this requirement with all costs incurred taken from the next rental payment.
26. All properties to be deep cleaned pre and post tenancy. The Landlord is responsible for paying for pre-'check in' deep clean, the out-going tenant will be responsible for payment of 'check out' deep clean.
27. We will complete quarterly inspections of all properties, any Landlord requesting further inspections will be subject to a charge of £75.00 per visit.
28. Rent reviews – Landlords are entitled to request a rent increase once every 12 months, but this is no guarantee that the rent will be increased.

29. Landlords agree that they will not to make direct contact with the tenant, all communications between Landlord and tenant must be via Profectus Estates. For Landlord property inspections we need 48Hrs written notification of your desire to inspect the property to arrange with tenant/s.

New Services - Data Protection Act

30. The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.

31. The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.

32. The Landlord will also be a controller in respect of tenant and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations and Money Laundering Regulations 2007.

Termination

33. The following conditions will apply to the termination of this agreement: Either party may terminate this agreement at the end of a tenant's period of occupancy (i.e. when the property becomes vacant) with two months' notice from the party wishing to terminate. The Landlord must also settle any outstanding contractor invoices upon termination. If a ready, willing, and capable tenant makes an application to rent the property, and the Owner later withdraws the property, regardless of the reason, one month's rental income will be payable to Profectus Lettings Limited. Where the property is occupied after the first six months of the current tenancy agreement, the Owner can terminate the fully managed service, subject to payment of one month's rent to Profectus Lettings Limited. If the Owner is breaking any regulation relating to the property (whether statutory or not) or failing to commit to obligations contained within the tenancy agreement, the Agent may give 30 days' notice of termination.

Right to cancel

34. You have the right to cancel this Agreement within 14 days of accepting these terms and conditions without reason. If you exercise your right to cancel outside of the 14 day cancellation period, all fees owing to us will become due and payable. You may request that our services commence during the 14 day cancellation period. If you subsequently exercise your right to cancel after services have commenced, you shall pay us an amount which is proportionate to the services provided to you until you have communicated to us your right to cancel. Any products ordered will not be refundable, once the 14 day cancellation period has expired.

The Landlord confirms that they accept the terms of this agreement and that they are the legal owner of the property or authorised to let the property on behalf of joint owners.

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