

LANDLORD TERMS AND CONDITIONS

Paul Hubbard Limited 178-180 London Road South, Lowestoft, NR33 0BB - 01502 531218
www.paulhubbardonline.com

Our terms and conditions help to set out the basis of our relationship explaining what you can expect from us and what we need from you.

1 Initial terms and conditions

1.1 Inventories

An inventory of the contents and condition of the property will be prepared by a professional third party inventory clerk if selected, a copy of which will be sent to you for your approval, you will need to agree it is a true reflection of the property condition.

1.2 Check in and check out

At the start of the tenancy a copy of the inventory will be given to the tenant and they will be asked to confirm it is a true reflection of the condition of the property. At the termination of the tenancy we will organise a professional check third party check out for the property and check the condition with the tenant as per the inventory that was produced at check in.

1.3 Tenancy agreement and charges

We use a 6 month Assured Short Hold Tenancy Agreement as a standard (we are able to use longer agreements if you wish). Our charges to the landlord for setting up the agreement are set out in the 'Schedule of Fees'.

1.4 References

Our referencing agent "Rightmove tenant referencing" will obtain Financial Credit Referencing for any prospective tenant and references from current employers and previous landlords during the assessment process. We accept no liability for the content of reference or other information that they have obtained relating to the applicant. We may also apply for other references if required.

1.5 Deposits

A deposit, of minimum, equal to five weeks rent will be taken and held by the Deposit Protection Scheme. At the end of the tenancy, once any damage and any rent arrears have been agreed, the balance of the deposit will be returned to the tenant. If we are providing a tenant find only service for you and you wish to hold the tenant deposit in your own scheme, deposit funds will be transferred to you with within 7 days of move in date and you will be required to protect the deposit in a government approved scheme.

1.6 Rent remittance

We will transfer your rental income into your nominated bank account less any deductions, as soon as possible following receipt of funds. However, it may take up to 7 working days for rental payments to clear. No rent will be paid to you until we hold cleared funds from your tenant.

1.7 Collection of rent – fully managed only

Where rent has not been paid we will chase for payment by telephone and post for a period of 28 days. If payment of rent is not forthcoming we will request your permission to take legal action. The cost of this action will be payable by you.

1.8 Insurance

It is your obligation as a landlord and your sole responsibility to ensure that the property is fully covered by buildings insurance. You must notify your insurer that the property is to be let and if your tenants rent is subsidised by housing benefit. You must also inform your insurer if the property is left vacant for a period of time

1.9 Cancellation fees

Once we have advertised your property and commenced viewings should you decide to instruct another agent, let the property privately or withdraw for other reasons a charge of 60% of the first month's rent will be immediately payable to cover administration/advertising costs.

2 Tenant find only service

On finding a prospective tenant who is acceptable to you or whom you have given us authority to accept on your behalf and who completes the tenancy agreement, our commission will be charged per our 'Schedule of Fees'.

2.1 Services included

- Initial letting fee – 100% of the first months' rent (inc. VAT) unless otherwise agreed.
- Professional photography and colour floorplan for property advert.
- Marketing your properties on marketing leading property portals Rightmove & Zoopla and across our own social media platforms.
- Carry out viewings at the property on your behalf.
- Introduction of a tenant, negotiation of terms between both parties and preparation of a professional assured shorthold tenancy agreement.
- Professional third-party referencing of all adult tenants.
- Collect and register the tenants deposit with a government backed scheme within the required timescale.
- Instruct a third-party unbiased inventory clerk to conduct an inventory of contents and condition of the property to a professional standard.
- Organise legally required regulatory checks including gas safety inspections and an energy performance certificate at the start of the tenancy.
- Organise professional cleaning of your property, when/if required.

3 Fully managed service

Our fully managed service includes all the find a tenant services, as above, and in addition:

- Initial letting fee – 60% of the first months' rent (inc. VAT) unless otherwise agreed.
- Carry out regular inspections of the property to identify any works required to protect your investment and to discover any potential tenant breaches which we ensure are acted upon.
- Arrange maintenance work when required using trusted contractors and liaise with all parties involved until the works are completed to a satisfactory standard.
- Identify opportunity for rent increases at renewal of the tenancy agreement to ensure maximum yield.
- Process rent payments, issue monthly statements, ensure any rent arrears are chased swiftly and you are kept up to date throughout.
- Arranging to serve legal notices on your behalf.
- All other adhoc requirements throughout the tenancy.

3.1 Repairs and maintenance

We shall deal with the day-to-day management including minor repairs up to a maximum of £240 inc. VAT for any one item without reference to you. Except in an emergency, and wherever practical an estimate will be obtained and submitted to you for approval in respect of repairs and maintenance likely to cost more than £200. If any damage is caused by the negligence or failure of tradesman, we as the agent will not be held responsible. We choose to reserve the right to charge at least an additional 12% inc. VAT of the total cost charged to arrange any works on your behalf. All our contractors hold their own public liability insurance. In the event that you instruct your own contractor to attend the property, they must contact the tenant within 48 hours of you receiving the information regarding the repair/maintenance. If we have not received confirmation of the work being attended to within 7 working days we reserve the right to organise the repair ourselves at your expense. The obtaining of estimates for work is outside day-to-day management duties and may be subject to charge at the rate of £60.00 per hour inc. VAT.

3.2 Inspections

We inspect the property on a 6 monthly basis and will rectify any defects that come to our attention or are brought to our attention by the tenant. It should be appreciated that any such inspection can extend only to apparent and obvious defects and would not amount in any way to a structural survey of the property. We cannot accept responsibility for hidden or latent defects in the property. Extra inspections requested by you will be made at a charge of £36 inc. VAT per visit.

3.3 Terms of arrangement appointment

Unless otherwise agreed, our appointment is for an initial period of 12 months.

3.4 Void periods

Our management does not include supervision of the property when it is not let, although in the normal course of letting periodic visits may be made by our staff. You will be liable for council tax and all Utility bills during the void period & you need to set up accounts in your own name for this period. We would recommend you turn the water off at the main stop valve during winter periods.

3.5 Fees

Our commission rate will be charged against all rent we collect during the period of our appointment, the charge will be 12% inc. VAT unless another figure is specifically agreed.

General Terms and conditions

4. Leasehold

If you own a leasehold property you must ensure the intended tenancy is permitted by the freeholder under the terms of your lease. The intended tenancy is for a period expiring prior to the termination of your lease.

5. Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to let the property. You must obtain permission at the earliest opportunity prior to the completion of the tenancy agreement. You warrant to us that you have obtained this permission.

6. Solicitor

You will be informed of any rent arrears or breaches of covenant brought to our attention. If it is necessary for a solicitor to take action, we will instruct a solicitor to act on your behalf unless otherwise agreed, the cost of which will be forwarded on to you.

7. Taxation and taxation of non-resident landlords

You must declare your lettings income to HM Revenue and customs annually as it is assessable for income tax.

7.1 Where you reside abroad HM Revenue and customs will hold us responsible for the payment of any tax liability which arises on rents collected by us on your behalf unless you have obtained an exception certificate. It will be necessary for us to deduct income at the prevailing rate from the gross rent less allowable expenses and to pay such sums over to HM revenue and customs or other appropriate body at intervals as they direct. You must notify us immediately if you move abroad at which point we will commence this deduction.

7.2 We advise you to employ an accountant or tax advisor (we can recommend an accountant if requested) to complete your tax forms in relation to your on or off-shore status. If you are a UK resident landlord you must declare your lettings income. Should HM revenue and customs require any additional information in respect to your property/properties you hereby authorise us to provide such information a charge of £25 inc VAT for additional administration costs will be charged.

7.3 You agree to indemnify us fully if we should become liable for the payment of your taxes at any time during or after this agreement. You hereby warrant to us that you reside in the United Kingdom and declare all income earned from the property to HM Revenue and Customs.

8 Purchase by party introduced by us

In the event of a party introduced by us subsequently purchasing the property whether before or after entering the tenancy agreement you agree to pay commission to us at a rate mutually agreed of the purchase price.

9 Indemnity

You agree to indemnify us from and against any damage or liability where civil or criminal damage suffered from and during the period we act on your behalf. You shall indemnify us in respect of necessary works to the property to ensure you comply with your obligations to the tenant whether statutory or contractual complied or otherwise.

10 Fire regulations

You warrant to us that you have complied with all applicable fire and furnishing safety regulations by ensuring that all furniture (if present in the property) complies with those regulations by displaying a label that they are fire resistant. Any non-compliant items of furniture, fixtures and fittings must be changed by you or you must instruct us to replace/remove the said items prior to commencement of the tenancy agreement at a charge of 10% plus VAT of the works. Non-compliance with this clause entitles us to terminate this agreement.

11 Electrical and gas appliance regulations

You must ensure that the gas and electrical appliances comply with all current gas and electrical safety legislation and ensure that a landlord's gas safety certificate is present on the property during the tenancy agreement period and is renewed on an annual basis. If you require us to arrange these checks and safety certificate we can do so. For our fully managed clients, we will remind you prior to expiration. If we do not

receive a response 7 days before expiration of the gas safety certificate then we reserve the right to instruct a gas safety inspection at your cost. Furthermore, if we do not receive a copy of the gas safety certificate by the expiration date, we reserve the right to instruct a gas safety inspection at your cost.

12 Agents board

You agree that we can place a To Let or Let By board outside the property at our expense.

13 Commission and interest

Any commission or interest paid to us during the letting or management of the property will be retained by us.

14 Authority to bind

You authorise us to sign the tenancy agreement on your behalf as duly authorised agents without liability. You warrant to us that you are the legal and beneficial owner of the property.

15 Cleaning

The property must be cleaned, including windows and carpets prior to the tenant moving in. We can arrange for a cleaning company to professionally clean the property if you require at a charge of 10% plus VAT of the works. If we consider that the property has not been cleaned to a necessary standard you authorise us to instruct professional cleaner to attend, the cost of which is payable by you.

16 Value added tax

VAT will be levied on all our charges.

17 Termination provisions

We shall be entitled to terminate this agreement with 2 weeks written notice. Any fees due to us will be payable immediately. You shall be entitled to terminate this contract with us after you have been with us 1 year giving 1 months' written notice, all payment due to you will be payable at the end of the notice period.

18 Keys

It is your responsibility to supply three full sets of keys to the property for us if we are managing the property. Where keys are not supplied there will be an administration fee of £15 inc. VAT to arrange this service in addition to the cost of cutting the keys and you hereby agree to these costs being deducted from your rental income.

19 Data protection

All information held by us about landlord tenants, prospective tenants and occupiers is kept confidential and in accordance with the data protection act.

20 TPO Scheme

We are members of the Property Ombudsman and subscribe to this Code of Practice as all Letting Agents are legally obliged to.

21 Utilities

We will confirm a move in date with you for your new tenant & it is your responsibility to close all utility accounts that are in your name. We will advise the tenant to set up accounts for gas & electric, water & council tax in their names.

22 Complaints

Please put all complaints in writing to Mr Paul Hubbard within 14 days of your initial verbal complaint. Mr Paul Hubbard will personally review the files and in turn come back to you in writing within a further 14 days of receipt of your complaint. Please send all letters in writing to the address stated on the first page of this contract.

NOTICE OF RIGHT TO CANCEL (Cooling of period)

You have the right to cancel this contract at any point within 14 days of commencement of signing the contract. If you wish to cancel this contract you must do so in writing and deliver it personally or send (which may be by electronic mail) to Paul Hubbard Ltd, 178-180 London Road South, Lowestoft NR33 0BB where the consumer cancels a specific contract they shall be under a duty to pay for costs already incurred by the agent for goods or services supplied before the cancellation.

General Data Protection Regulations

The Landlord agrees that any personal data provided to them by the Agent, such as tenant details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that such personal data is disposed of securely. The Landlord further agrees, that they will fully cooperate with the Agent in the event a Subject Data Access Request is received,

and to compensate the Agent for any liability incurred through a failure of the Landlord to adhere with the General Data Protection Regulations.

Privacy Notice

Data Controller

Paul Hubbard Estate Agents

178-180 London Road South, Lowestoft, Suffolk, NR33 0BB

01502 531218

ICO Registration Number: ZA175878

Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, any guarantors, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.



I/We agree the terms and conditions as listed above. I/We also sign to acknowledge we have acknowledge the advice given to me/us on Page 6.

Landlord 1 Signed.....Date.....

Landlord 2 Signed.....Date.....

(Please retain a copy of the terms and conditions for your own records)