



Property Management Terms & Conditions

Introduction

The letting of a property can be a fairly complex procedure; this document is designed to clearly explain not only the professional services we offer and the associated costs, but also to provide guidance on the rules and regulations associated with letting a property and the responsibilities that come with being a Landlord.

Please read these terms and conditions carefully and if you have any questions don't hesitate to ask any of our lettings staff.

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Tenant Finding Only

Associated Fee – Fixed one off payment of £600.00 inc VAT.
On a no let no fee basis

Our standard letting commission for finding you a tenant is payable upfront upon the commencement of the tenancy for your property. This fee will be deducted from the initial rent collected from the incoming tenant(s) with the remaining balance being forward by BACS payment to your nominated account.

Tenancy renewal to the same tenant introduced by us is charged at the rate of £150.00 inc VAT.

This service includes the following.

- An initial visit to your property by an experienced lettings professional resulting in an accurate assessment and market appraisal of your property
- Full marketing package to include the production of a property brochure, internet and paper advertising, direct tenant mailing, office promotion and advertising board at property subject to Landlords permission.
- Conduct accompanied viewings of the property as many times as is required to find a suitable tenant or as agreed.
- Negotiate the terms and conditions of the tenancy between both the Landlord and Tenant.
- Take up detailed references and right to rent immigration checks.
- Provision and signing of the Tenancy Agreement*
- Professional and comprehensive inventory including detailed written and dated photographic evidence.
- Take all relevant meter readings for utilities at start of tenancy. It will however be the reasonability of the Landlord/Tenant(s) to inform the utility providers.
- We will collect the Deposit and initial rental payment from the Tenant before the tenancy starts and register the deposit with the Tenancy Deposit Scheme TDS** if so required. We will forward the first month's rent deducting our fee's and instruct the Tenant to arrange for a standing order to be set up for future rent payments unless otherwise agreed.

* Jackson Property will not be responsible for tenancy agreements produced by a third party.

We recommend that each Landlord has the Tenancy Agreement we provide reviewed by their solicitor before proceeding.

Deposits

**As a Landlord you are legally required to lodge any deposit with an official tenant deposit scheme. Jackson Property are members of the Tenants Deposit Scheme TDS and as such can hold your deposit if required. For which a charge of £42.00 inc VAT is payable.

Keys

As your agent we ask that we have one complete set of keys upon instruction. Once a suitable tenant(s) are secured these will be released to the new occupants. We recommend that you also retain a complete set of keys for the tenancy's duration.

Check Out Of Tenants / Final Property Inspection

For non-management properties it is the landlords' responsibility to inspect the property with the tenant(s) to assess the return of the deposit. Upon completion of this, please inform Jackson Property within 10 days of the tenancy coming to an end, or sooner of the agreed deductions / return of the tenant's money.

(Optional) Check Out Charges

For non-management properties we offer an official check out service at the end of the tenancy at a cost of £72.00 inc VAT. Should a dispute arise, there will be a further charge of £72.00 inc VAT per hour for any further administration costs and the dealing of the dispute on your behalf with the TDS (Tenancy Deposit Service).

Day To Day Management Of The Property And Tenant

All duties relating to management of the property will fall to the landlord once the tenancy agreement has commenced.

Income Tax

If the Landlord is not a UK resident we are obliged under UK Tax Laws to provide for any tax due on his "unearned income". Overseas Landlords must have an exemption certificate from the Inland Revenue (2 exemption certificates if property is jointly owned) before commencement of the tenancy. We shall be happy to provide more information upon request. We would also recommend that the advice of a Chartered Accountant is sought. We may be required to provide information on demand to HMRC concerning income paid to Landlords

Tenant Finding & Full Management

Associated Fee – Minimum initial fee of £540.00 inc VAT (£450.00 + VAT) for the set up. A 12% management fee plus VAT is then chargeable thereafter for the duration of the entire period of the tenancy.

Our agreed commission is payable upfront, upon the commencement of the tenancy for your property. This fee will be deducted from the initial rent collected from the ingoing tenant(s) with the remaining balance being forward by BACS payment to your nominated account.

The agreed management percentage fee will be charged from the commencement date and will be deducted from the rent received from the tenant(s). The remaining balance will be sent to you by BACS payment to your nominated account

Should there be a change in tenant(s) at any point then the initial lettings fee as agreed will be due with each subsequent move. Please refer to “Specific Initial Instructions” for confirmation of the fee involved.

Full Management

In addition to the services provided for the Tenant Finding Only service, Jackson Property will also provide the following:

Day To Day Management Of The Property And Tenant

We will deal with routine management matters including minor works/repairs to a maximum of £200.00 for any one item. If there is an emergency in our opinion, we will proceed with whatever is needed to prevent further damage or disruption to the property and tenant. Wherever practical we will contact you to discuss works of redecoration or repair likely to cost more than £200.00.

Keys

As your agent we ask that we have two complete sets of keys upon instruction. Once suitable tenant(s) are secured one set will be released to the new occupants with additional set being retained by Jackson Property for management. We also recommend ensuring that you are also in possession of a complete set of keys as the property owner(s).

Monthly Rent Collection

We will collect the monthly rental payment from the Tenant into our client account where the rent is then transferred into the Landlords nominated bank/building society account with any deductions for work carried out, and the commission at the agreed percentage. Client rent payments are made monthly, therefore please allow 5 working days for payment to clear once processed. In all circumstances we endeavour to pay client money as soon as possible; however this can vary as previously stated. A statement of account will be sent to you within 14 working days after receipt of cleared funds.

Tradesmen & Contractors

We have established long term relationships with excellent, trustworthy local tradesmen and contractors who we use with properties under management. However, in most cases we are happy to use contractors suggested by the Landlord (if you would prefer). We reserve the right to instruct our own contractors in case of emergency or if contractors suggested by the Landlord are unable to undertake the necessary work or cannot be contacted within a reasonable length of time. The law requires any access for inspection or work on the property must be notified to the tenants in writing with a minimum of 24 hour's advance notice. The Landlord agrees to appoint us or our assignees as his agent in connection with the agent's functions under this agreement and the Tenancy Agreement to be entered into, and authorises us (without any obligation to do so) to enter the premises and take all reasonable steps with regard to our appointment as agent. It should be noted that Jackson Property may make income from our approved contractors.

Notification Of Defects

We have an emergency phone number to receive calls out of office hours so that tenants are able to notify us of any emergencies immediately and these can be swiftly rectified.

Regulatory Requirements

The letting of property is a highly regulated business as is appropriate where the health and wellbeing of tenants is at risk. These regulations are set out later in this document, but please note in the event that a Landlord fails to comply with any statutory obligations, Jackson Property reserves the right to terminate our services with immediate effect.

Regular Property Inspections

It is important that as a Landlord you have the peace of mind that the property is being looked after by the tenants. To ensure this we will visit the property periodically and written confirmation will be forwarded to you. The visits will also give the Tenants an opportunity to raise queries, and will include non-expert investigation of defects which come to our notice or are brought to our attention by the Tenant. It must be noted the visits are not carried out by surveyors and in no way form part of a structural survey or inventory check and we cannot be held responsible for any hidden or latent defects.

Check Out & Deposit

At the termination of all managed tenancies, we will arrange for the tenants to be checked out by Jackson Property. A report will be supplied where we consider appropriate to do so. Jackson Property will then contact the landlord to pass on any recommendations or suggested deductions (If applicable) regarding the return of the tenants' deposit money once the inspection has been completed.

Vacant Property Visits

Our commission fee does not include supervision of the property when it is not let, although in the normal course of letting, periodic visits may be made to the property by our lettings staff. If you wish us to visit your property whilst it is vacant on a more formal basis to for fill insurance requirements or similar, please let us know, however there may be an additional charge payable.

All void periods between, before or after tenancies is the responsibility of the Landlord, as are any changes relating to the utilities, security or maintenance of the property. This also includes the draining down of water systems, central heating boiler and radiators are the responsibility of the Landlord.

Income Tax

Any profits arising from the letting of a property are assessable for tax in the U.K. where the Landlord of the property resides abroad; the Inland Revenue will hold us, as your agents, liable for the payment of any tax which arises on rent collected by us on your behalf. This is however unless you have obtained an exemption certificate which exempts us from the requirement to take tax.

*If a landlord requires us to provide an end of year rent schedule for financial tax purposes there will be an additional charge of £120.00 inc VAT.

Rent Arrears/Breaches of Covenant

You will be informed of any rent arrears or breaches of contract brought to our attention. In the case of a tenant failing to pay rent or breaching contract it is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including 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 Premises. All costs and disbursements incurred including legal costs and disbursements including our fees will be payable by you.

AGENTS NOTE – Under our full management service should the tenant(s) fall into rent arrear our management fee still will remain payable by the landlord. Once rent payments are received or deposits funds released, should our fees remain settled these will be backdated to when due along with any other costs incurred before being forwarded to the Landlord. Should additional monies be owed to Jackson Property an invoice will be issued to request payment.

Improvements & Replacements

Our Management Service is designed to organise and oversee repairs to the property rather than improvements or refurbishments.

Should we be requested to oversee significant renovation / refurbishment works, or any existing fixtures and fittings under guarantee/warranty which require manufacturers' investigation or any works above the day-to-day management of the property, we reserve the right to charge an administration of £180.00 inc VAT. This is subject to our discretion.

End Of Management Service

Our Management Service will come to an end once the tenant vacates the property. If you would like to terminate our services before the tenancy comes to an end or before the tenant leaves (fees may apply) we will require 1 months notice. Similarly, if we terminate our services whilst the tenancy is continuing, we will provide you with 1 months' written notice.

Administration Of Tenancy

Tenant Fees Act June 1st 2019

Landlord and Agents under this act are no longer able to charge an incoming tenant(s) fees in connection with applying for rented accommodation.

The only payments permissible in connection with a tenancy are as follows:

- a) the rent
- b) a refundable tenancy deposit capped at no more than five weeks' rent and where the annual rent is less than £50,000. A six weeks' rent where the total annual rent is £50,000 or above
- c) a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- d) payments to change the tenancy when requested by the tenant, capped at £50.00 inc VAT.
- e) payments associated with early termination of the tenancy, when requested by the tenant
- f) payments in respect of utilities, communication services, TV licence and council tax; and
- g) A default fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement

If the fee charged or proposed fee is not on listed above, it is a **prohibited payment** and should not charge it. A **prohibited payment** is a payment outlawed under this ban.

Additionally, cleaning fees /carpet cleaning clauses or any fee to a third party can no longer be binding for tenants after June 1st, 2019. If these clauses were agreed to prior to the Fee Act, then these clauses are valid until May 31st 2020. Should the contract be renewed during this period the clauses will no longer be binding.

Agents/Landlord can charge fees in relation gardening services providing it is included in the rent paid and clearly stated.

Please note: you cannot evict a tenant using the section 21 eviction procedure until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

References

Having a good quality tenant can make a huge difference to the success and return on the investment of your letting. Taking up references is a vital component of ensuring the right type of tenant takes up occupancy. We use the services of a specialist Referencing Agency to handle this side of the process quickly and competently so that you can make a well-informed decision on who you want as a Tenant.

Once a suitable tenant is found and negotiations are decided, we will employ the services of a referencing company to take up full references on each applicant including a credit check. We will confirm the references are acceptable to you and once agreed / signed off by you, we will administer the tenancy agreement. If we do not hear from you to the contrary, we will proceed with the letting, provided we have received a signed copy of this Agreement and the necessary funds. When we proceed, we will be doing so without any responsibility for the accuracy of those references or the information contained in them. We will not be warranting the Tenant as suitable.

PLEASE NOTE Should our appointed referencing company recommend a tenant(s) for tenancy which is later declined by the landlord, then the landlord agrees to reimburse Jackson Property £30.00 inc VAT per reference declined.

Landlords Initials

Jackson Property

Right to Rent Checks

From the 1st of February 2016 we are required to conduct 'Right to Rent' checks under Section 25 of the Immigration Act 2014 on anyone over the age of 18 who rents a property in the UK. A landlord can be fined up to £3,000 for letting a property to someone who is not allowed to rent in the UK. It is our responsibility to verify a tenant's immigration status and the checks must be carried out before the start of a tenancy. By signing these terms and conditions you are authorising us to carry out those checks on your behalf.

Inventories and Check-In

The Inventory and Schedule of Condition is one of the most important documents in the letting process. It details the contents of the property you will be leaving for the tenants to use and the condition they are in on the day the tenant moves in. It should also include a schedule of condition.

On the day the tenant moves in, an inventory will be provided which would have been completed prior to the check in documenting condition. The Tenant will then initial and sign the documents to confirm their acceptance. All parties will initial each page and sign it. An Inventory / Schedule of Condition are essential whether the premises are let furnished or unfurnished, to reduce the risk of a dispute arising in respect of the security Deposit.

Termination Of An Assured Shorthold Tenancy

You are legally required to serve the relevant notice on the tenant and to have provided (with proof) all relevant prescribed information and other documents as required by the Deregulation Act 2015 prior to the commencement of the Tenancy in order to re-gain possession of the Property at the end of the AST fixed tenancy term.

For an Assured Shorthold Tenancy you are required to give at least two calendar months written notice. We will be happy to issue the tenants with a Housing Act 1988 Section 21 Notice to this effect upon your instructions (strictly provided where the Tenancy Agreement has been provided by us). Unless you request us to serve notice on the tenants (which we will not do unless you do so) and if the tenant does not leave the Property at the end of the fixed term; the tenancy will become a Statutory Periodic Tenancy. At this point and at any time within a Statutory Periodic Tenancy you will be required to serve two periods notice to regain possession of the property. We will be happy to issue the tenants with a Housing Act 1988 Section 21 Notice to this effect upon your instructions and strictly only in circumstances where the tenancy agreement has been provided by us.

If you would like us to serve notice on the tenant, we will require 2 weeks notice, in addition to the notice period required for the Tenant.

Please Note: The tenant can vacate at the end of a Fixed Term tenancy without giving notice to the landlord, however, within a Statutory Periodic Tenancy, the tenant must give one periods notice to end the tenancy. One period is calculated in accordance with the rental payments.

Termination Of A Non-Housing Act Tenancy

A company tenancy, a high rent tenancy (over £100,000 pa pure rent), or a tenancy with a resident landlord will end according to the dates contained within the initial fixed term of the agreement, called the "effluxion of time" and although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one months' notice will suffice. If the tenant remains in the property and no replacement tenancy is put in force so that the

original tenancy becomes a periodic or rolling tenancy, the landlord must serve a Notice to Quit giving one periods notice to end the periodic tenancy.

Landlords Responsibilities

Letting a property is a highly regulated process and there are a number of important laws that you need to be aware of and comply with before your property can be legally used for this purpose. We are experts in letting and are here to give any advice you require about what needs to be in place for you to comply with the regulations. Please ask us if you have any questions or need guidance.

You must ensure the Property is fit to be let. Appliances should comply with the safety regulations detailed in this Agreement.

Your Premises must comply with the following (this is not an exhaustive list):

- Landlord and Tenant Act 1985
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Building Regulations (Smoke Alarm) 1991
- Any other provisions that are the statutory responsibility of the Landlord or are otherwise safety provisions.

Failure to comply with the above could lead to prosecution or a fine.

By law, gas appliances and electrical goods should be in full working order, should have been recently serviced, checked for safety (pat tested) and have clear instructions for use. Properties should be thoroughly cleaned and gardens, if applicable, should be in good seasonal condition. Tenants expect a professionally cleaned property (ideally) both for viewing and as they take up occupancy.

Landlord's Obligations

As a Landlord it is also important that you are aware of your statutory obligations once the Property is let. This includes the repair and maintenance of the Property throughout the tenancy in line with Section 11 of the Landlord and Tenant Act 1985.

Energy Performance Certificate (EPC)

Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 from 1 October 2008 it is a legal requirement to provide any prospective Tenant with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector, failure to supply one is a criminal offence punishable by a fine. If your property does not have an EPC we can instruct an inspector on your behalf to produce one for a cost of £95.00 plus VAT (£114.00 inc VAT). Please note we will be unable to market your property until we have an EPC.

Minimum Energy Efficiency Standards (MEES)

New Minimum Energy Efficiency Standards (MEES) legislation came into force on 1st April 2018. This requires you to have an EPC rating for your Property of E rated or above for all marketing, new tenancies and/or tenancy renewals after the 1st April 2018. We are happy to provide further detailed information regarding this new legislation and how it may affect your property.

*****NO TENANCY CAN COMMENCE UNTIL WE ARE IN RECEIPT OF A VALID EPC*****

Safety Regulations

The Furniture & Furnishings (Fire) (Safety) Regulations 1988 & The Furniture & Furnishings (Fire) Safety) (Amendment) Regulations 1993

Regulations about fire-resistant furniture are very strict for rental accommodation and all relevant items have to meet the above regulations. As a general rule, any furniture made before 1988 is unlikely to comply and will need to be replaced before you let the Property.

Any items that contain upholstery should be checked, including (but not limited to):

- Beds, headboards, mattresses, futons and sofa beds
- Children's or nursery furniture
- Garden furniture that might be used within the property
- Cushions, pillows, etc.

Items that are exempt from this legislation include (but not limited to):

- Sleeping bags, duvets, pillow cases and blankets
- Carpets and curtains
- Furniture made before 1950

To check items for the fire safety standards, look for a permanent label stating the regulation it conforms to. Bed bases and mattresses are not required to have this label attached, but they should have a label stating compliance with 'ignitability tests'. Look for the compliance code BS 7177 on these items for confirmation.

Since 1st March 1993 it has been a criminal offence to let Premises with furniture or soft furnishings which cannot be proven to comply with the above fire safety regulations.

Electrical Equipment (Safety) Regulations 1994

You are responsible for ensuring that all electrical installations and appliances within the Premises comply with the above Regulations. In accordance with the above regulations, you must ensure that all electrical equipment is safe and PAT tested (portable appliance testing). We can arrange for an electrical safety check to be carried out at your request.

Gas Safety (Installation and Use) Regulations 1998

The main risk of not servicing or maintaining gas equipment is a serious gas explosion or carbon monoxide poisoning. Landlords are required by law to service all gas-related equipment at least once every 12 months. Landlords must also keep a record of regular checks and the condition of equipment at all times. You must also provide tenants with an annual gas safety certificate. If you do not provide your tenant with a valid annual gas safety certificate, you are breaking the law.

Since 31st October 1994 it has been a criminal offence to let Premises with gas appliances (including but not limited to gas boilers, fires, heaters, and gas water heaters) 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 12 months previously. If this GSC is not sent to us when you return this Agreement you authorise us to arrange for a Gas Safety check on your behalf. Please note that when Jackson Property manages the property during the tenancy we will ensure the annual safety checked is carried out in a timely manner. Landlords collecting rental directly from the Tenant are responsible for organising the safety check. The GSC will need to be renewed at 12 monthly intervals. It is your responsibility to ensure that a safety check is carried out annually. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy.

*****NO TENANCY CAN COMMENCE UNTIL WE ARE IN RECEIPT OF A VALID GAS SAFETY CERTIFICATE*****

If you do not already have a valid certificate, we will organise Gas Safety Certification on your behalf by a Certified Engineer.

Carbon Monoxide and Smoke Detector Requirements

From 1st October 2015 The Smoke and Carbon Monoxide Alarm Regulations require both smoke alarms and carbon monoxide alarms to be installed in rented accommodation for any new tenancy. These need to cover each storey of the building. Fines up to £5,000 can be levied for failure to follow the regulations.

Legionella Risk Assessment

The bacterium *Legionella pneumophila* and related bacteria are common in natural water sources but may also be found in purpose-built water systems such as cooling towers, evaporative condensers, hot and cold-water systems and spa pools. If conditions are favourable, the bacteria may grow increasing the risks of Legionnaires' disease and it is therefore important to control the risks.

If your property has been vacant for a period of time it could be at potential risk, we would recommend you get a Legionella Test prior to any new tenancy.

AGENTS NOTE – Jackson Property will manage the renewal of all safety certificates to include Energy Performance Certificates as required when using our full management service. All costs incurred will be deducted from current or future rental payments received into our client account before being paid out to a landlord.

Consent for Letting

You need to ensure the following:

- If the Premises to be let and is subject to a mortgage, permission must be obtained from the mortgagee.
- Authority must be obtained from joint owner(s) who must be named on the Tenancy agreement
- Insurers have been notified of the intention to let as failure to do so may mean rejection of a future claim

If the property you intend to let is a leasehold property then it must be ascertained whether or not the property can be let under the terms of the lease. The Landlord remains responsible for the payment of ground rent and management company charges as well as obtaining Contents and Buildings Insurance (see Insurance). You must also provide us with a copy of the relevant sections of the Head Lease which should be attached to the Tenancy Agreement. Failure to do so will mean that the Tenant does not have to abide by those conditions which may make you breach the conditions of your Lease.

Insurance

It is essential the Property and contents included in the Check-in and Inventory Schedule are adequately insured including third party liability and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You must also give us copies of the relevant sections of the insurance policies to give to the Tenant at the start of the Tenancy.

Utilities

You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and for any void period between tenancies. We will require the landlord to inform us of the location of Utility meters including water meters and utility providers.

Water Rates & Water Meter Charges

You will be liable for all outstanding water charges if the tenant vacates the Property and does not provide a UK forwarding address, in accordance with the Flood and Water Management Act 2010, which came into force on 1st October 2011. We would therefore strongly recommend that you ensure that the tenant provides proof of payment of the final bill before vacating the Property or alternatively that you deal with the final meter reading to retain control on settling the bill before the tenancy comes to an end.

Tenancy Deposits

A security deposit is taken from the tenant prior to them taking occupancy to protect the Landlord from damage caused by the tenant beyond normal wear and tear. We handle this on your behalf, and the Inventory and Schedule of Condition explained above are the key documents that ensure taking a deposit is effective. From 6 April 2007, new legislation was introduced to help tenants and landlords avoid and resolve disputes relating to the return and use of a tenant's deposit. Under the legislation, if landlords fail to protect the tenant's deposit, they may have to pay the tenant three times the value of the deposit. To protect the deposit, it is now lodged with an official Tenant Deposit Scheme. There follows a detailed description of how deposits have to be handled, but in summary it means that if there is a dispute about what should be taken from the deposit at the end of the tenancy it will go to an independent adjudicator. A professional check-in, checkout, Inventory and Schedule of Condition make disputes much less likely, which is why we recommend this service.

Jackson Property is a member of the Tenancy Deposit Scheme TDS (no. G01581), which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts
HP19GN

Tel - 0300 037 1000
Fax – 01442 253 193
email - deposits@tds.gb.com
www.thedisputeservices.co.uk

We will hold the deposit under the terms of the Tenancy Deposit Scheme as Stakeholder. Jackson property has 30 days in which to register the deposit.

At The End Of The Tenancy / Tenancy Deposit Scheme

If there are no disputes, we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

For Managed Tenancies, if there is a dispute we will send the disputed deposit amount to TDS. After the Independent Case Examiner (ICE) has considered the matter, TDS will make a payment to the Landlord or Tenant according to the ICE Examiner's instructions. The tenant has 20 working days to tell us that they wish to dispute their proposed allocation of the deposit, and we have 10 working days to resolve it. These timescales can be changed by agreement with the tenant in individual cases or through the agent's standard contract. If the dispute is not resolved, the parties decide if they want to go to court, or to have the ICE Examiner to deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.

The party who wishes to put the dispute to TDS must use the Notification of a Deposit Dispute form to state the details of the dispute and provide any relevant supporting documents. The ICE, employed by the TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their comments. The ICE will issue a decision within 28 days of receiving all the necessary paperwork. The disputed amount will be paid out according to the ICE decision. If we are required to prepare documentation in the form of photocopies or other relevant publishing materials, we will charge an administration fee of £300.00 inc VAT or hourly rate of £100.00 inc VAT. If we are required to attend court on your behalf as a witness an hourly rate £150.00 inc VAT is payable.

General Conditions

Acts of Third Parties

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of Jackson Property.

Agent of Necessity

In the event we are unable to contact you we will act as agent of Necessity. This means that we will take any action necessary to protect the safety of your property and your tenant in an emergency.

Assignment

We reserve the right to assign our rights and or obligations under this Agreement upon giving you three months' written notice.

Data Protection

We will only use your personal information as set out in our privacy policy which is available at: www.bill-jackson.co.uk

The Deregulation Act 2015

From 1st October 2015 a number of important changes came into effect for all new Assured Shorthold tenancies in England that start on or after 1 October 2015. These new restrictions effect serving a Section 21 Notices early and a new template Section 21 form should be used.

The Section 21 Notice cannot be served until 4 months of the tenancy has passed. The new rules also remove the need for a landlord to specify that a tenancy must end on the last day of a rental period; unless the tenancy started on a periodic basis without any initial fixed term where a longer notice period may be required depending on how often the tenant is required to pay rent.

As an example, if the tenant pays rent quarterly, they must be given at least three months' notice, or, if they have a periodic tenancy which is half yearly or annual, they must be given at least six months' notice (which is the maximum.) Please note: In the event that a tenant has paid an amount of rent in advance and a Section 21 Notice requires them to leave during the period paid for, the tenant is entitled to a refund of the rent paid for the days they are not occupying the property.

Landlords will not be able to serve a Section 21 Notice on tenancies that begin on or after 1st October 2015 unless they have provided tenants with the following documents:

- A valid Gas Safety Certificate covering all fixed as well as portable gas appliances provided by the landlord for the tenants' use during the term.
- The property's Energy Performance Certificates (EPC); except where a property is not required to have an EPC – such as where the landlord is letting a room on a single AST in a House in Multiple Occupation (HMO).
- The Department for Communities and Local Government “How to Rent – the checklist for renting in England”. This can be provided in electronic format, or if the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy. Agents and Landlords should supply the document itself as it is unlikely a link to where the document can be found on the internet will be sufficient. This should be given at the start of a new tenancy and fixed term renewals.
- Prescribed Information relating to the deposit paid by the tenant(s).
- Deposit Registration Certificate.

The Act restricts a Landlord's ability to serve a section 21 Notice to recover possession of their property if:

- The tenant has made a written complaint to the landlord or agent about the condition of their property or any common parts of the property (hallways, stairs, and gardens) which tenants have the right to use.
- The landlord or their agent has not provided an adequate written response within 14 days. If no adequate written response is received the tenant then can complain to the relevant local authority that could decide to serve a Relevant Notice in respect of the property or could carry out emergency remedial action themselves using their powers under HHsRs - the Housing Health and safety Rating system. Any failure to deal with complaints and repairs could become a serious and very expensive issue because a poorly maintained property means landlords may not be able to regain possession of their rental property for six months (i.e. from the date on which a local authority serves an improvement notice).

Indemnity of Agent

You will keep us reimbursed in respect of any claim damage or liability whether criminal or civil suffered from, and during, the time we are or were acting on your behalf. 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 Landlord.

Interest on Clients' Monies or Commission

Any interest accrued on clients' money which we hold will be retained by ourselves to cover bank and administration charges. We may earn commission or referral fees while acting on your behalf and these will be retained by us.

Instruction of Agent

By signing and returning these Terms & Conditions you irrevocably instruct us to act on your behalf as your Agent with your full authority to sign or execute, on your behalf, all documents necessary to carry out the effective management of your Premises.

Joint and Several Liability

If the Landlord is more than one person each person will have joint and several liabilities for all our Commission, Fees and expenses including VAT.

Mail

It is not part of our service to arrange for postal re-direction, unless specifically agreed. We recommended that you arrange for it to be redirected via the Post Office and we will hold no liability regarding post sent to the Property.

Proper Law & Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the law of England & Wales.

Service Of Notices

The provisions for the service of notices are that if either party delivers by hand or first class post any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5 p.m. at the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified on this Agreement and the address for service for us will be:

Jackson Property, 3 Broad Street, Leominster, Herefordshire, HR6 8BT
Jackson Property, 45, Bridge Street, Hereford, Herefordshire, HR4 9DG

Termination Of Services

Should you wish to dispense with our services we would require one full months' notice in writing.

For the termination of services within a fixed term Assured Shorthold Tenancy Agreement for which we undertake the management duties, the full management fees for the remaining period of the fixed term will be payable.

Variations To Fee Structure

Jackson Property reserve the right to vary the terms of this agreement (usually annually) and you will be informed of any amendments or new scale of charges in writing, giving a minimum of 2 months' notice. Such variations shall then form part of this agreement unless you decline the amendments by written notification within 14 days of receipt. This should be sent to:

Jackson Property, 3 Broad Street, Leominster, Herefordshire, HR6 8BT
Jackson Property, 45, Bridge Street, Hereford, Herefordshire, HR4 9DG

Proof Of Identification

To comply with Money Laundering Regulations 2003 and The Proceeds of Crime Act 2002 we require identification from all Landlord(s) named on the tenancy agreement we produce. **We will also carry out the relevant checks required by us as Agents via our appointed company Credit Safe.**

Definitions

In this agreement the following definitions and interpretations apply:

The use of the singular includes the plural and the use of the masculine includes and feminine and vice versa.

“Agent” and “we” or “us” means the Agent

“Agreement” or “Tenancy Agreement” may mean either the terms of business signed between the agent and the landlord, or the Tenancy Agreement signed between Landlord and Tenant(s).

“Calendar Day” or “Day” means any day of the year, including weekends and bank holidays.

“Commission” or “Fee” means there is money payable to Jackson Property for services used.

“Detailed Reference” A full credit, employment and landlord reference is obtained using our nominated reference company, Rent 4 Sure.

“Right To Rent” means legislation placed on the agent to confirm the immigration status of a potential tenant before a tenancy agreement commences.

“Working Day” means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday, or any customary or public holiday in England and Wales.

“Premises” mean any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the premises address. When the premises are part of a larger building the premises include the use of common access ways and facilities.

“Inventory” means the document drawn up prior to the commencement of the tenancy by the landlord or the agent, which includes the fixtures and fittings in the premises. This document includes evidence of the property’s condition to the standards required by the TDS should a deposit claim be required.

“Term” or “Tenancy” means the fixed term of the tenancy agreement and any extension or continuation of the tenancy, whether fixed term or periodic, arising after the expiry of the original term.

“Landlord” and “you or “your” means the landlord and any other person owning a reversionary interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy or anyone who later owns the premises.

“Tenant” means anyone entitled to possession of the premises under a tenancy agreement.

“Superior Landlord / Lease” means the person, company or organisation to which ownership of the premises reverts to at the end of the lease.

“Occupier” means a tenant or any other person or organisation entitled to occupy the premises under a tenancy, licence or any other form of agreement or contract.

“Jointly and severally liable” means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement, both individually and together.

“Relevant Person” means a person who paid the deposit or any part of it, on behalf of the tenant.

“TDS” means The Tenancy Deposit Scheme, who administer the Tenancy Deposit Service and whose details are shown in the tenancy agreement.

“Deposit” means the money held by the agent in a stakeholder capacity during the tenancy in case the tenant fails to comply with the terms of the tenancy agreement.

“Scheme” means an authorised tenancy deposit protection scheme, set up in accordance with the Housing Act 2004, determined by an ADR process or ordered by the court.

“Member” means the agent who is a member of the Tenancy Deposit Scheme or any other industry scheme.

“Stakeholder” means that deductions can only be made by the agent from the deposit at the end of the tenancy with the written consent of both parties to the agreement.

“ICE” means the Independent Case Examiner of The Tenancy Deposit Scheme, who adjudicates on deposit dispute cases.

“Prescribed Information” means the information that is required to be provided to the tenant and any relevant person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

“Statutory Time Limit” means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

“Sole Agency” means that you instruct Jackson Property as your agent to undertake the lettings services required within these terms. Should a tenant be introduced by any additional agency or person, our agreed fee will remain payable.

Confirmation Of Instructions

<u>Landlord 1</u>	<u>Landlord 2</u>
<u>Address</u>	<u>Address</u>
<u>Landline</u> <u>Mobile</u> <u>Email</u>	<u>Landline</u> <u>Mobile</u> <u>Email</u>

<u>Address Of Property To Be Let</u>
<u>Asking Rent For The Property</u>

Specific Initial Instructions

I/We wish to undertake the following services offered by Jackson Property (Please Tick)

Let Only Service	Agreed Fee £_____
Letting & Management Service	Agreed Setup / Change Of Occupancy Fee £_____ ____% Plus VAT of the monthly rent secured
Renewal Of Tenancy Agreement	£_____

Landlords Initials

Jackson Property

I/we confirm that I/we are the legal owner(s) of the property specified below and I instruct Jackson Property on a Sole Agency Basis to act on my/our behalf. I/we have read the Landlord's Terms & Conditions provided by Jackson Property and understand the fees and charges in relation to renting the property.

I/We also confirm that I/we accept documentation electronically sent to the following email address:

Printed _____ Signed _____ Dated _____ <u>Landlord 1</u>	Printed _____ Signed _____ Dated _____ <u>Landlord 2</u>
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NB – All single signatures are deemed as “on behalf of” all joint landlords

Printed _____ Signed _____ Dated _____ <u>On Behalf Of Jackson Property</u>
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The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you sign this contract away from our offices, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day you sign this agreement.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email.

To meet the cancellation deadline it is sufficient for you to send your communication, concerning your exercise of the right to cancel, before the cancellation period has expired. All payments received from you will be reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing and immediately.

You may do this by signing below:

I/We request for Jackson Property to begin marketing the property and all other services, as set out in this agreement, during the cancellation period.

I/We hereby give notice that I/we have read the Notice of the Right to cancel (above) and I/we request you to begin to market the property for let and all other services as set out in this agreement with immediate effect.

Please Note - Should Jackson Property undertake any works on your behalf after signing the above request for works to commence, we reserve the right to raise an invoice for any out of pocket costs should there be a change in circumstances.

Printed _____ Signed _____ Dated _____ <u>Landlord 1</u>	Printed _____ Signed _____ Dated _____ <u>Landlord 2</u>
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NB – All single signatures are deemed as “on behalf of” all joint landlords

Provision Of Safety Documentation

Please tick (1) box in each section below confirming your instructions:

It is a legal requirement that the property has a valid Landlord Gas Safety Certificate if it has a gas supply.

	Jackson Property To Arrange	Landlord To Arrange	Certificate Attached
Gas Safety Certificate (Annual requirement)			
Oil Fired Boiler Service Report (Recommended To Be Serviced Annually)			
Electrical Safety Test Report (Needed every change of occupants or 5 years)			
Energy Performance Certificate (EPC) (Valid for 10 years)			
Copy Of Superior Lease (If Applicable)			
A Valid Copy Of Building Insurance	N/A		
Chimney Sweep / HETAS Report (If Applicable)			

Landlords Initials

Jackson Property