



TERMS AND CONDITIONS OF BUSINESS

PROPERTY LETTING AND MANAGED SERVICE

These terms and Conditions of Business set out the services King Lettings offer to Landlords together with corresponding legal responsibilities of the Landlord.

If you are unsure of any of the content of this document we advise you to seek independent professional advice.

As a Letting agent, King Lettings are members of both the Client money protection scheme (CMP) and Property redress scheme (PRS) giving all our Landlords peace of mind and security at all times.

Please note that the letting of your property cannot proceed until such times that this document has been signed, dated and returned to King Lettings with full instructions of the level of service you require.

Subject to the terms and conditions of this agreement the Landlord appoints King Lettings to be their agent for the property and King Lettings accept such appointment.

INCORRECT INFORMATION

The landlord warrants that all the information he provides to King Lettings is correct to the best of his knowledge and belief. In the event that the landlord provides incorrect information which causes King Lettings to suffer loss or cause legal proceedings to be taken, the landlord agrees to reimburse and compensate King Lettings for all losses suffered.

RIGHT TO CANCEL

You have the right to cancel this contract in writing within 14 days of the conclusion of contract.

To proceed with the cancellation you must inform King Lettings in writing of your decision within the cancellation period. There will be no fees due to King Lettings although you may be liable for any 3rd party fees should it have been agreed for 3rd parties to carry out any works on your behalf.

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TERMS OF BUSINESS – Agreed as follows

If the property has a mortgage the Landlord must ensure appropriate consent is granted from the provider to allow the property to be let and advise King Lettings of any restrictions applied. Please note that if there is a Head Lease relevant to the property a copy must be provided (or relevant sections applicable to tenants) by the Landlord to King Lettings, we are required to provide a copy to all Tenants.

The Landlord should undertake appropriate and adequate Insurance for the property, contents and personal liability injury (to cover the tenant and any invited visitors) to ensure the Insurance provider is advised that the property is let as this may void the policy.

This agreement consents for King Lettings to sign any relevant Tenancy Agreements and Notices on behalf of the Landlord. The Landlord must advise King Lettings if they do not require this service.

Should the Landlord withdraw the property after a tenant has been found and before a Tenancy agreement has been entered into the Landlord will reimburse King Lettings and the relevant Applicant(s) any costs incurred for work completed.

The Landlord agrees to comply with the Gas safety (Installation and use) regulations 1998 and will provide the agent with a copy of the current Gas safety record from a Gas safe registered contractor or agree for King Lettings to arrange for an appropriate contractor to complete the work on behalf of the Landlord at the Landlords expense.

The Landlord agrees to comply with the plugs and sockets safety regulations 1994 together with Electrical equipment safety regulations 1994 and shall provide the agent with a copy of all relevant certification or agree for King Lettings to arrange for an appropriate contractor to complete the work on behalf of the Landlord at the Landlords expense.

The Landlord agrees to comply with the Furniture and Furnishings (fire safety) Regulations 1988. If the furniture does not comply with current regulations the Landlord must arrange for removal from the property or instruct King Lettings to remove prior to the commencement of any tenancy. Any costs incurred for this work to be carried out will be the responsibility of the Landlord.

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The Landlord agrees to follow general health and safety guidelines as set out in HSE approved code of practice and acknowledge their duty to minimise the risk of Legionella in the property.

A Minimum of 1 working smoke alarm must be fitted to each floor/level used by the potential tenant(s) together with a CO detector for any rooms where solid fuel can be used. King Lettings can arrange for an appropriate contractor to complete the works on behalf of the Landlord at the Landlords expense if instructed.

Data Protection and confidentiality – Once King Lettings have been instructed to proceed with the letting of the property the Landlord agrees that any personal information provided will be held and used as necessary in performing the service that King Lettings have been instructed to supply. This information may also be provided to 3rd parties to perform certain functions including: - Solicitors, Contractors, Utility Companies and any other Companies that may be required in performing any duties. King Lettings observe to the obligations as set out in the Data Protection Regulations (EU) 2016/679 Further details regarding this processing activity is set out in our associated Privacy Notice, which can be found at :- www.kinglettings.co.uk

The Landlord agrees to compensate King Lettings for any claim, damage or liability suffered as a result of acting on behalf of the Landlord unless it is due to negligence of the agent.

Any interest accrued for monies collected and held in King Lettings account will belong to the Agent. Details of any said Interest can be provided to Landlords upon request.

The Landlord agrees to pay appropriate fees for the level of service that King Lettings have been instructed to carry out on their behalf as set out in our attached Scale of Charges.

TENANT FIND SERVICE:-

1. Meet at property to discuss the letting process, inspect the property and advise appropriate rent.
2. Market and advertise the property in order to acquire a suitable tenant. This will also include the instruction of an EPC to be carried out and cost to be covered by Landlord. (Alternatively, the Landlord can supply a current certificate or arrange for the work to be completed by their own contractor). This certificate is required prior to marketing commencing.
3. Carry out accompanied viewings subject to a key being provided.

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4. Interview prospective tenants and carry out referencing procedure to confirm their suitability. King Lettings undertake to check immigration status of all applicants although the Landlord will be responsible for any further work required under the Immigration Act. Additional costs applicable to Landlord (See scale of charges). A holding deposit equivalent to one weeks rent will be payable by the Applicant and held by the Agent until such time that the Tenancy commences:-

Should the Tenancy not proceed due to the fault of the applicant, any costs incurred by the Landlord (Upto the value of the holding deposit) will be paid to the Landlord.

Should the Tenancy not commence due to the Landlord the holding fee will be returned to the applicant and any fees incurred by the Landlord will not be re imbursed.

The Agent shall be entitled to deduct from the holding fee any fees or other monies properly due and payable by the applicant to the Agent.

LET ONLY SERVICE:-

1. Meet at property to advise on the letting process, inspect the property and advise appropriate rent.
2. Market and advertise the property in order to acquire a suitable tenant. This will also include the instruction of an EPC to be carried out and cost to be covered by Landlord. (Alternatively, the Landlord can supply a current certificate or arrange for the work to completed by their own contractor). This certificate is required prior to marketing commencing.
3. Carry out accompanied viewings subject to keys being provided.
4. Interview prospective tenants and carry out referencing procedure to confirm their suitability. King Lettings undertake to check immigration status of all applicants although the Landlord will be responsible for any further work required under the Immigration Act. Additional costs applicable to Landlord (See scale of charges). A holding deposit equivalent to one weeks rent will be payable by the Applicant and held by the Agent until such time that the Tenancy commences:-

Should the Tenancy not proceed due to the fault of the applicant, any costs incurred by the Landlord (Upto the value of the holding deposit) will be paid to the Landlord.

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Should the Tenancy not commence due to the Landlord the holding fee will be returned to the applicant and any fees incurred by the Landlord will not be re imbursed.

The Agent shall be entitled to deduct from the holding fee any fees or other monies properly due and payable by the applicant to the Agent.

5. Landlord to supply King Lettings with any relevant keys as required for the property (including a full set for each tenant). If insufficient keys are available the Landlord agrees for King Lettings to arrange addition keys to be cut as required and the Landlord agrees to cover such costs.
6. Check all relevant safety checks have been completed and copies of relevant certificates available for tenants.
7. Prepare the Tenancy Agreement (normally Assured Shorthold Agreement governed by The Housing Act 1988, amended by The Housing Act 1996) in draft and supply a copy to the potential tenant and advise them to take independent advice if necessary.
8. Prepare the final Tenancy Agreement (normally Assured Shorthold Agreement governed by The Housing Act 1988, amended by The Housing Act 1996)
9. Prepare inventory and schedule of condition for the property if requested by Landlord (see scale of charges). However a record will not be made where items cannot be seen or where it would be unsafe to inspect them. A copy of the document will be forwarded to you for future reference.
10. Additional services can be provided as requested (See scale of charges).

FULL MANAGEMENT SERVICE:-

1. Meet at property to advise on the letting process, inspect the property and advise appropriate rent.
2. Market and advertise the property in order to acquire a suitable tenant. This will also include the instruction of an EPC to be carried out and cost to be covered by Landlord. (Alternatively, the Landlord can supply a current certificate or arrange for the work to be completed by their own contractor). This certificate is required prior to marketing commencing.
3. Carry out accompanied viewings.
4. Interview prospective tenants and carry out referencing procedure to confirm their suitability. King Lettings undertake to check immigration status of all applicants although the Landlord will be responsible for any further work required under the Immigration Act. Additional costs applicable to Landlord (See scale of charges). A holding deposit equivalent to one weeks rent will be

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payable by the Applicant and held by the Agent until such time that the Tenancy commences:-

Should the Tenancy not proceed due to the fault of the applicant, any costs incurred by the Landlord (Upto the value of the holding deposit) will be paid to the Landlord.

Should the Tenancy not commence due to the Landlord the holding fee will be returned to the applicant and any fees incurred by the Landlord will not be re imbursed.

The Agent shall be entitled to deduct from the holding fee any fees or other monies properly due and payable by the applicant to the Agent.

5. Please note that 6 month's rent guarantee can be provided upon request (See scale of charges)
6. Landlord to supply King Lettings with any relevant keys that are required for the property (including a full set for each tenant). If insufficient keys which are available the Landlord agrees for King Lettings to arrange addition keys to be cut as required and the Landlord agreed to cover such costs.
7. Check all relevant safety checks have been completed and copies of relevant certificates available for tenants.
8. Prepare the Tenancy Agreement (normally Assured Shorthold Agreement governed by The Housing Act 1988, amended by The Housing Act 1996) in draft and supply a copy to the potential tenant and advise them to take independent advice if necessary.
9. Prepare the final Tenancy Agreement (normally Assured Shorthold Agreement governed by The Housing Act 1988, amended by The Housing Act 1996)
10. Prepare inventory and schedule of condition for the property. However a record will not be made where items cannot be seen or where it would be unsafe to inspect them.
11. Advise Statutory Authorities and Utility Providers of the meter readings (where accessible) at the commencement of the tenancy, and change of occupancy. Where service companies will not accept our instruction on the Landlord or Tenant's behalf, it becomes the responsibility of the new occupier to ensure that the relevant authorities are informed.
12. Complete check in at the property with potential new tenants.
13. Register the security deposit with DPS (Deposit protection Scheme).
14. Demand rent and account to landlord on a regular basis in accordance with instructions. All monies are paid into King Lettings Clients Account at Nat West, Wilmslow, Cheshire.

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15. Make payments on behalf of the landlord from rents received to contractors and transfer surplus funds to a bank/building society account as nominated by the landlord.
16. Attend to routine maintenance matters both to the fabric of the building and to its fixtures, fittings and appliances. In signing this agreement the landlord authorises King Lettings to incur expenditure up to a maximum of £100 on any single item or repair. If the cost of any repair/replacement is likely to exceed this amount, King Lettings will endeavour to seek prior approval from the landlord. However, in the case of an emergency, where it has not been possible to contact the landlord, it is agreed that this limit may be exceeded and the Landlord will forward funds requested into King Lettings client account upon request. King Lettings will not be held responsible for incurred costs due to late payment or non payment. King Lettings cannot carry out repairs if there insufficient funds and cannot be liable for any loss or deterioration suffered to the property due to delays in repairs when funds are not available.
17. Always ensure the Landlords repair obligations under Section 11 to 16 of the Landlords and Tenants Act 1985 are adhered to to ensure compliance. Any remedial works required to adhere to this law will be the sole responsibility to the Landlord and any Invoices/costs incurred will be settled from the relevant rental account, if there are in sufficient funds the Landlord agrees to forward funds into King Lettings Client account upon request to enable full payment to be made to the contractor. King Lettings will not be held responsible for incurred costs due to late payment or non payment.
18. If the Tenant is found to be in breach of any terms of their Tenancy. King Lettings will take all reasonable steps to enforce compliance on behalf of the Landlord. If Legal action is required the Landlord will need to instruct a legal party to act on their behalf. The Landlord will be responsible for any fees incurred.
19. Arrange in accordance with the regulations prevailing for the annual inspection and service of any gas appliances and central heating system.
20. Make regular visits to the property and advise the landlord of any potential problems or matters requiring attention. We seek to check that the tenant is abiding by the agreement and not damaging the property. These visits do not include a detailed inventory check or testing of appliances. Tenants do have a right of privacy and we, and you as landlord can only enter the property with their consent.
21. Grant, extend, vary or renew a Tenancy Agreement on similar terms as previously authorised by the landlord.

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22. We will negotiate rental increases as requested by the Landlord and issue the relevant section 13 notice.
23. Serve Section 21 notice if requested to do so by the Landlord and subject to the compliance of the relevant notice period. If the Tenant fails to comply with notice the Landlord will need to instruct a legal party to commence legal court proceedings to gain possession and any costs incurred will be the responsibility of the Landlord.
24. Will receive notice from the Tenants on behalf of the Landlord, contact the Landlord to discuss options available.
25. Within 24 working hours after the end of the tenancy, complete the final check out using reference from original inventory written at the start of the tenancy and to check all relevant keys to the property have been returned.
26. Deal with any issues or disputes raised with the tenant to ensure the property is in the same condition at the checkout (subject to fair general wear and tear) as the start of the tenancy.
27. Cancellation of service – Should either party want to terminate the management service, they must provide 1 month's notice in writing. Please note that if the Landlord terminates the agreement there will be a charge of 75% of 1 month's rent applicable. At the end of the notice period the Landlord will no longer be liable for the monthly management charge.

VACANT PROPERTY MANAGEMENT

King Lettings offer a property management service for empty properties (i.e. Void periods) we will check the property weekly to carry out a visual check. We will deal with general maintenance up to the value of £200. (A float will be required to cover such costs). We will forward any relevant mail to the Landlord. The Landlord is advised to check their building insurance to ensure they are covered for such void periods. Charge for this service is listed on our scale of charges attached.

Please see scale of charges for additional services King Lettings can provide.



DEPOSITS

King Lettings is a member of Deposit Protection Scheme, which is administered by: DPS

If King Lettings is instructed by the landlord to hold the deposit, we shall do so under the terms of the DPS Custodial Deposit Scheme. (See scale of charges).

At the end of the tenancy covered by the Tenancy Deposit Scheme –

If there is no dispute King Lettings will keep any amount 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.

If after 10 working days following notification of a dispute to King Lettings and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and tenant over the allocation of the deposit it will be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

The statutory rights of either the landlord or tenant (s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd., the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

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King Lettings must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of dispute.

Dealing with disputes from non-ASTs: the Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits by arrangement. If he does:

The ICE will propose what he considers the most effective method of resolving the dispute.

Landlord, Tenant and King Lettings must consent in writing to his proposal.

Disputes may incur a nominal administration fee

If the landlord decides to hold the deposit himself in relation to an Assured Shorthold Tenancy, we will transfer it to you within 5 days of receiving it. The landlord must then register it with another Tenancy Deposit Protection Scheme within a further 25 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against the landlord in the County Court. The Court can make an order stating that the landlord must pay⁷ the deposit back to the tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition a further order will be made requiring the landlord to pay compensation to the tenant of between one and three times the amount of the deposit.

If a landlord fails to meet the initial requirement to protect the deposit, no Section 21 Notice can be served until either the landlord returns the deposit to the tenant in full or with such deductions as the tenant agrees; or if the tenant has taken proceedings against the landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit).

If a landlord fails to serve Prescribed Information he/she cannot serve a Section 21 Notice until the Prescribed Information has been served – but this can be more than 30 days after receiving the deposit. This will not prevent a tenant from issuing proceedings for late provision of the Prescribed Information and seeking a penalty award.

Tenants can make an application to a County Court for a penalty award even where the tenancy has ended, and can do so for up to six years. King Lettings has no liability for any loss suffered if the landlord fails to comply.

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LANDLORD STATUTORY OBLIGATIONS – SAFETY REGULATIONS AND ENERGY PERFORMANCE CERTIFICATES

It is agreed that it is responsibility of the landlord to ensure that the property offered to let is in a safe condition and in compliance with the following regulations:

1. Furniture and Furnishings (Fire) (Safety) Regulations 1993
2. The Gas Safety (Installation and Use) Regulations 1998
3. The Electrical Equipment (Safety) Regulations 1994. The Plugs & Sockets etc (Safety) Regulations 1994. Consumer Protections Act 1987
4. General Product Safety Regulations 1994
5. The Building Regulations 1991 – Smoke Alarms
6. Buildings Regulations (Electrical Safety in Dwellings)
7. Supply of energy Performance Certificate (EPC)
8. Control of asbestos regulations 2012
9. Legionella HSE Code of practice and guidance

In signing this Agreement the landlord confirms that he/she is fully aware of the implications of the above regulations and that he/she has taken all necessary actions to ensure compliance. The landlord also warrants that he/she will comply with any other legislation, current or future, which is relevant to the letting of residential property

COUNCIL TAX

Tenants are responsible for payment of council tax and are liable for the full terms of their agreement. The landlord becomes responsible for the council tax when the property is empty between tenancies; there are discounts and exemptions available from most local authorities on unoccupied houses.

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INSURANCE

It is the landlord's responsibility to ensure adequate insurance cover on both the buildings and their contents at all times, that the policy provides cover when the property is let and the insurer's permission to let has been obtained. Tenants are responsible for insuring their own personal possessions.

TAXATION

Non UK resident landlords are subject to tax on income received from property in the UK. They may apply to the Inland Revenue (Financial Intermediaries and Claims Offices FICO) to have rental income paid to them gross of tax by submitting the appropriate forms. Unless we receive authority from the Inland Revenue that we can pay rental income gross of tax, we will deduct at source.

FEE STRUCTURE

Please see attached 'Scale of charges for all fees applicable for the service you request.

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Please complete the appropriate sections below and return this document to King Lettings.

LANDLORD'S AUTHORITY

I/We hereby appoint King Lettings to act as Agent to let the property known as

We instruct the service to proceed as indicated (Please cross out services NOT required) and select additional services required on the scale of charges.

Let Only. Full Management.

And agree to the Terms and Conditions as outlined above. These instructions remain in force until such time that they are superseded on instruction for re-let or until cancelled in writing by either party

LANDLORD'S FULL NAME (S).....

.....

LANDLORD'S SIGNATURE(S).....

.....

SIGNED BY KING LETTINGS.....

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SCALE OF CHARGES

SERVICE	FEES	PLEASE SELECT ADDITIONAL SERVICE REQUIRED
Referencing Fees	£150 per person (No VAT) £50 per guarantor if needed (No VAT) Rent guarantee available on request	
Tenant find	50% of Monthly rent (Subject to minimum £300) (No VAT)	
Let Only	One month's rent (Subject to minimum £450) Plus £50 for Deposit administration. (No VAT)	
Full Management	1 Months rent Set up fee for each Tenancy plus 10% of rent each month (No VAT)	
<p><u>Other services if requested:-</u></p> <p>Letting and rent collection</p> <p>Vacant property management</p>	<p>£300 set up fee for each tenancy plus 6% of rent each month (No VAT)</p> <p>£45 per month (No VAT)</p>	
Charges for additional services		
Renewal of Tenancy	£100 (No VAT)	

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Works Supervision (Above £200)	10% of works cost	
EPC	£80 (No VAT)	
Legionella risk assessment	£40 - £70 (No VAT)	
Shopping	£20 per hr/part hr (No VAT)	
Additional property visits	£45 (No VAT)	
Dealing with Insurance claims	10% of costs exceeding £200	
Preparation of documentation for DPS adjudication	£100 (No VAT)	
Court attendance	£75 per hour (No VAT)	
Cancellation of service during an active tenancy	75% of 1 months' rent	
OTHER SERVICES AVAILABLE FOR NON-MANAGED PROPERTIES:		
Inventory Preparation	Between £100 and £200 dependant on property (No VAT)	
Check out - (Can only been done if Inventory written by King Lettings)	Between £100 and £200 dependant on property (No VAT)	
Deposit Administration	£50 per Tenancy (No VAT)	
Serving Section 21 notice	£80 (No VAT)	

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