

Letting and Property management service agreement

Agreement between:

RentLocally.co.uk Ltd and all agents of RentLocally referred to as Franchise Partners (hereinafter referred to as "Agent")

and

The Owners as Specified in the Application Pack (hereinafter referred to as "Owner")

1. Definitions

The following terms will have the following meanings:

- 1.1 "Property" means **The Property as referred to on the application form;**
- 1.2 "Approved Repair Limit" means **£200** including VAT;
- 1.3 "Owner's Bank Account" means: **The account detailed on the application form.**
- 1.4 "Registration Number" means **The landlord registration numbers given in the application form;**
- 1.5 "Deposit Holder" means **Safe Deposits Scotland**, or another organisation, registered to provide a tenancy deposit scheme, as the Agent may in their sole discretion select.

2. Owner's responsibilities

2) The Owner confirms to the Agent that:

- a) The Owner is the heritable proprietor of the Property as of the date of this Agreement and will provide the Agent with evidence of this on request. The Owner will immediately inform the Agent if they transfer Ownership of the Property to another person or entity. The Owner confirms that he has the consent of any other joint owners of the Property to let the Property;
- b) All heritable creditors with securities over the Property have been advised in writing that the Property is to be let and written consent has been obtained which will be provided to the Agent on request;
- c) The Owner:
 - i) has buildings insurance in place over the Property for the full reinstatement value and which allows for the Property being let and has contents insurance for landlords contents and will provide evidence to the Agent on request; and
 - ii) will maintain said insurance in force throughout the period of this Agreement;
- d) All furniture and furnishings in the Property comply with all relevant regulations, including but not restricted to the Furniture and Furnishings (Fire) (Safety) Regulations 1988;
- e) The Owner has been provided with a copy of the Agent's standard tenancy agreement and:
 - i) approves the terms thereof and authorises the Agent to enter into and sign lease agreements on the terms thereof as Agent for the Owner;
 - ii) authorises the Agent to make such amendments to their standard tenancy agreement as the Agent in their sole discretion considers necessary to comply with any relevant regulations or desirable to protect the interest of the Owner;
- f) The Owner authorises the Agent to act on behalf of the Owner in the letting and management of the Property during the period of this Agreement. During the period of this Agreement the Agent will be the sole Agent for the Property and the Owner will not use any other Agent for the advertising, letting or management of the Property nor will the Owner advertise the Property for sale simultaneously with offering the Property for let;
- g) The Owner has taken all professional advice he deems necessary in relation to:
 - i) the legal obligations of a landlord of private rented accommodation; and
 - ii) the taxation and other financial implications of letting the Property;
- h) The Owner has advised the Agent of the Owner's residency and where the Owner will be resident outside the United Kingdom for more than six months per year, the Owner will either provide a Non-Resident Landlord approval number from Her Majesty's Revenue &

Customs (HMRC) (for each joint owner) in order for the Agent to pay their rent gross, or the Agent will deduct tax at the basic rate on all rental income and pay this directly to HMRC on a quarterly basis;

- i) Where required, the Owner has obtained or will obtain a House in Multiple Occupation (HMO) licence and will carry out all necessary works requested by the relevant licensing authority to enable the licence to be granted, maintained and renewed during the period of this Agreement. The Owner will provide the Agent with a copy of the HMO licence and conditions. Where the Agent has agreed in writing to apply for an HMO licence or renew an existing HMO licence on behalf of the Owner the Owner agrees to pay the Agent such outlays and administration charges as the Agent may reasonably impose for doing so;
- j) The Owner will at all times provide the Agent with the Owner's current postal address, e-mail address and at least two contact telephone numbers;
- k) The Owner will provide three sets of keys, or more as may reasonably be requested, and authorises the Agent to have further sets cut when necessary;
- l) The Owner has registered as a private landlord with the relevant local authority and prior to the commencement of this Agreement will provide the Agent with their private landlord Registration Number. The Owner will renew such registration as and when required by the local authority to ensure that he remains duly registered throughout the duration of this Agreement and will advise the Agent and the local authority of any changes in his details;
- m) The Agent will act for the Owner in relation to the Deposit Holder's scheme including fulfilling the Owner's obligations under the Tenancy Deposit Schemes (Scotland) Regulations 2011 to lodge the deposit with the Deposit Holder and issue the statutory deposit notice to tenants within 30 working days of the start of the tenancy;
- n) The Owner will implement his obligations to ensure that the Property meets the Repairing Standard as set out in the Housing (Scotland) Act 2006 at the commencement of any lease of the Property and at all times during any such lease, and hereby authorises the Agent to instruct repairs on the Owner's behalf up to the Approved Repair Limit without the Agent requiring to seek the Owner's prior consent to do so. The Owner authorises the Agent to instruct repairs to the Property which are above the Approved Repair Limit without the Owner's prior consent where such repairs, in the sole opinion of the Agent, are of an emergency nature;
- o) The Owner will furnish the Agent with all relevant warranties or service agreements in respect of fixtures, fittings and appliances;
- p) The Owner will timeously carry out all work required to remedy any defects identified by gas and electrical safety checks and legionnaires risk assessments/reviews;
- q) The Owner is aware that if a tenant refuses access to the Property neither the Agent, the Owner nor any third party has the right to enter the Property using retained keys without a warrant.
- r) The Owner will remove all items of sentimental value from the let property, we advise that you do not leave any audio visual equipment in the property, Garages, Lofts and Outbuildings should be cleared of personal items with the exception of quality functional gardening equipment where appropriate. RentLocally will not be liable for the damage or loss of any such personal items.
- s) The landlord will accept RentLocally.co.uk Ltd's professional opinion on what constitutes reasonable wear and tear.
- t) The landlord should provide clear instructions on how to operate the central heating, hot water systems and any other appliances provided with the property.
- u) The landlord should pay any factoring charges directly.
- v) The landlord acknowledges that RentLocally are not responsible for routine supervision of the property whilst it is unoccupied other than while conducting viewing appointments.

- w) The owner consents to RentLocally.co.uk Ltd marketing my property, processing applications and conducting reference checks on prospective tenants in accordance with the procedure and details outlined in our Standard Operating Procedures.
- x) They have read through our Standard Operating Procedures, which are available to view at www.rentlocally.co.uk/SOP

3. Agent's services

3.1 Letting services

The Owner agrees to the Agent carrying out the following pre-tenancy letting services on the Owner's behalf before the first tenancy and thereafter when instructed by the Owner in writing to remarket the Property:

- a) Marketing by way of inclusion of the Property on the Agent's in-house website and various other third party websites;
- b) Erection of a To Let board;
- c) Accompanied viewings to show the Property to prospective tenants;
- d) Carrying out tenant vetting in line with the Agent's written referencing procedure, a copy of which is available on request;
- e) Carrying out reasonable identification checks on all adults intending to occupy the Property and retaining copies of relevant documentation for at least 12 months after the end of the tenancy;
- f) Providing the Owner with a copy of all application and referencing paperwork and seeking the Owner's approval to proceed with the tenancy;
- g) Preparation and signature of tenancy documentation;
- h) Preparation of a written inventory incorporating a schedule of condition;
- i) Notification of change of occupation to the council tax authority and utility providers;
- j) Collection of deposit and first month's rent;
- k) Lodging of deposit with the Deposit Holder and issuing statutory deposit notice to tenants.

3.2 Management services

The Owner agrees to the Agent carrying out the following management services on the Owner's behalf:

- a) Collection of rent, remittance to the Owner's Bank Account or postal address after deduction of all costs and fees due by the Owner and provision of a monthly/annual statement of account in accordance with the Agent's written rent collection and handling procedure, a copy of which is available on request;
- b) Pursuing the tenant for rent arrears in accordance with the Agent's written debt recovery procedure, a copy of which is available on request;
- c) Increasing the rent sought for the Property where possible under the terms of the tenancy agreement and statute when either:
 - i. The Agent in their sole discretion considers it to be appropriate; or
 - ii. The Owner requests an increase, in writing;
- d) Routine inspection of the Property on at least one occasion during each six month period and the provision of a written inspection report to the Owner after each inspection;
- e) Carrying out repairs to the Property in accordance with the Agent's written repairs procedure, a copy of which is available on request;
- f) Arranging gas and electrical safety checks, energy performance certificates and legionnaires risk assessments/reviews where these are required to fulfil the Owner's legal duties as a private landlord;
- g) Dealing with all enquiries, questions, complaints or other communications from the tenants or third parties relating to the tenancy and the Property;

- h) Issuing appropriate documentation to end the tenancy where requested to do so by the Owner in writing and overseeing the end of the tenancy as outlined in the Agent's written end of tenancy procedure, a copy of which is available on request;
- i) Carrying out a final inspection and inventory check and expressing an opinion on liability for any dilapidations;
- j) Where the tenant has breached the terms of the tenancy in respect of damages or cleanliness, arranging remedial works and requesting any payment from the tenant as they may be liable for.

4. Costs payable by the Owner

4.1 The Owner agrees to pay the following costs to the Agent:

- a) A letting fee of as stated in the application form to cover the services listed in clause 3.1 of this contract;
- b) A management fee as stated as a % in the application form of the monthly rent to cover the services listed in clause 3.2 of this contract;
- c) A deposit administration charge of £30 (including VAT) where the Owner requests that the Agent submits the deposit and apply for deductions from the tenant's deposit;
- d) Where the Agent has agreed in writing to handle the HMO licence renewal process the Owner will pay to the Agent an HMO renewal administration fee of £234 (including VAT);
- e) Where the Agent has agreed in writing to handle an insurance claim on the Owner's behalf the Owner will pay to the Agent an insurance claim handling fee of 12% (including VAT) of the cost of the insurance work; This may be waived by mutual agreement.
- f) Where the Agent has agreed to provide the Owner with a house-sitting service for deliveries, contractor or utility company visits the Owner will pay to the Agent a house sitting fee of £25 (including VAT) per hour;
- g) Where the Agent has agreed in writing to act or arbitrate on behalf of the Owner in respect of multi-occupation common repairs or insurance claims the Owner will pay to the Agent the sum of 12% (including VAT) of the repair or insurance work;
- h) Any other such additional fees are detailed in the application form attached;
- i) Such other costs as the Owner may be liable to pay or reimburse the Agent for in terms of this Agreement;
- j) Such other costs as may be agreed between the Owner and the Agent in writing;
- k) A termination fee of 1 months rent + VAT applies to all terminations by the landlord where the tenant is retained by the landlord or any other agency that the landlord chooses.

4.2 The Owner agrees that all costs that the Owner may be liable to pay or reimburse the Agent for in terms of this Agreement can be deducted by the Agent from any funds held or received on behalf of the Owner and the Owner will timeously provide funds to cover costs when requested to do so by the Agent;

4.3 Unless otherwise stated in this Agreement, all fees and charges are subject to VAT at the applicable rate;

4.4 The Agent reserves the right to review the fees from time to time, subject to a minimum of one month written notice to the Owner by the Agent.

5. Disclaimers

5) The Agent:

- a) Does not guarantee that tenants will pay the rent or pay the rent timeously;
- b) Accepts any payments of Housing Benefit, Local Housing Allowance or Universal Credit entirely in good faith and the Agent shall have no liability whatsoever where the Local Authority or Department for Work and Pensions subsequently reclaims any such payments back from the Owner on account of fraud, error or ineligibility of the tenant;
- c) Does not guarantee that the Property will be let for the full available period;

- d) Does not take legal action against tenants;
- e) Does not provide the Owner with legal advice;
- f) Will not represent the Owner in court or at a tribunal hearing, unless agreed beforehand;
- g) Does not guarantee tenants will leave the Property in a satisfactory state on termination of the tenancy;
- h) Does not guarantee that tenants will leave the Property at the end of the tenancy;
- i) Does not guarantee that tenants will provide access for routine inspections were requested to do so;
- j) Do not guarantee that deductions requested from the tenant's deposit will be approved by the Deposit Holder;
- k) Does not guarantee that the deposit will cover all of the Owner's losses incurred during the course of a tenancy;
- l) Will not arbitrate on behalf of the Owner in relation to any portion of the tenant's deposit not returned to the Owner by the Deposit Holder's scheme, unless otherwise agreed in writing;
- m) Does not employ professionally qualified surveyors to carry out inspections or check for maintenance work required; The scope of the inspection does not cover defects to the building structure, external structure, roofing problems and the like, the agent will not be liable for any hidden or latent defects.
- n) Will not act on behalf of the Owner if the Owner is not meeting their legal obligations as a landlord and is refusing or unreasonably delaying complying with the law. In these circumstances, the Agent will terminate this contract with immediate effect and is required to inform the appropriate authorities, such as the local authority, that the Owner is failing to meet their obligations;
- o) May be required by HMRC to release information on payments and deductions related to the Property under schedule 23 of the Finance Act 2011. The Owner agrees to ensure that they have made the appropriate disclosures and have registered with HMRC.
- p) Reserves the right to transfer all our obligations to a third party who has been approved by RentLocally.co.uk Ltd, this may happen in the event of a sale of the business.

6. Communication, service standards and complaints

6.1 In line with the Agent's communications procedure, the Agent will communicate with the Owner and any tenants by telephone, email and/or letter and will deal promptly in response to reasonable requests and communications from them. The Agent will aim to acknowledge communications within 5 working days, respond in full to urgent communications within 7 working days and respond in full to all other communications within 10 working days. If the Agent is unable to respond in full within these timeframes the Agent will keep the other party informed of when they can expect a response. However, there may occasionally be circumstances outwith the control of the Agent which prevent the Agent from adhering to these timeframes.

6.2 The Agent will not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

6.3 The Agent is registered with the Scottish Letting Agent Register and the Agent's Registration Number is Refer to Appendix C - Agent Registration Numbers. The Agent must adhere to the Letting Agent Code of Practice (Scotland) Regulations 2016, a copy of which is available on request.

6.4 Should the Owner or any tenant have any reason to complain about the services provided by the Agent under this Agreement, they should write to the Agent with details of the complaint. The Agent will then invoke their written complaints procedure, which is attached at appendix A.

6.5 An Owner or tenant may apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if the Agent has breached the Scottish Letting Agent Code of Practice or they remain dissatisfied once the complaints procedure has been exhausted, or if the Agent does not process a complaint within a reasonable timescale. The Housing & Property Chamber can be contacted at: -

4th floor
1 Atlantic Quay
45 Robertson Street
Glasgow
G2 8JB
0141 3025900

<https://www.housingandpropertychamber.scot>

7. Conflict of interest

7.0 The Agent will openly declare to the Owner in writing should any conflict or potential conflict of interest be encountered.

8. Commissions

8.0 Where applicable, a statement setting out details of any financial interest the Agent has in providing third-party services is available from the Agent on request.

9. Professional indemnity insurance

9.0 The Agent holds professional indemnity insurance and further details are available on request.

10. Handling client money

10.0 The Agent handles client money in accordance with the Agent's written client money handling procedure, a copy of which is available on request. The Agent holds client money protection insurance and further details are available on request.

11. Changing or terminating this Agreement

11.1 The Owner will be informed by the Agent in writing of any changes to this Agreement, with the Agent giving the Owner not less than 1 month notice of the changes. The Agent will endeavour to obtain the Owner's written consent to any changes but where this is not provided the Agent will assume the Owner has agreed to any changes unless the Owner notifies the Agent in writing to the contrary during the notice period.

11.2 This Agreement will commence as soon as it has been signed by the Owner and the Agent and it will continue until terminated by either party in writing to the other, giving not less than 2 months' notice. The termination date must be no less than 6 months from the start date of any existing tenancy agreement.

11.3 The Agent hereby reserves the right to terminate this Agreement with immediate effect in the event of any act or omission by the Owner which frustrates the continued performance of the Agent's service under the terms of this Agreement or for any act or omission by the Owner which is in breach of the Owner's obligations under the terms of this Agreement.

11.3 Termination is without prejudice to the Agent's rights to recover from the Owner all sums due to the Agent in terms of this Agreement at the date of termination.

12. Information about the exercise of the right to cancel

12.1 Right to cancel

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 the Owner has the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into. To exercise the right to cancel, the Owner must inform the Agent (RentLocally.co.uk Ltd, Unit 1/109 Swanston Road, Edinburgh, EH10 7DS) of the Owner's decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The Owner may use the model cancellation form attached at appendix B, but it is not obligatory. To meet the cancellation deadline, it is sufficient for the Owner to send their communication concerning their exercise of the right to

cancel before the cancellation period has expired. This right to cancel will not apply where this Agreement has been signed at the Agent's premises by the Owner. Unless otherwise agreed, the Agent cannot therefore commence marketing of the Property until the 14 day cancellation period has passed.

12.2 Effects of cancellation

If the Owner cancels this contract in accordance with clause 12.1, the Agent will reimburse to the Owner all payments received from them. The Agent will make the reimbursement without undue delay, and not later than 14 days after the day on which the Agent is informed about the Owner's decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as the Owner used for the initial transaction, unless the Owner has expressly agreed otherwise; in any event, the Owner will not incur any fees as a result of the reimbursement. If the Owner asked the Agent to begin the performance of services during the cancellation period, they shall pay the Agent an amount which is in proportion to what was performed until the Owner communicated to the Agent the Owner's cancellation of this contract, in comparison with the full coverage of the contract.

12.3 Immediate marketing

If the Owner wishes the Agent to commence immediate marketing of the Property, then the Owner must sign below. In those circumstances, all or a proportion of the relevant fees for work done on the Owner's behalf during the 14 day cancellation period will be payable by the Owner, as well as any outlays incurred on their behalf to the point cancellation is intimated to the Agent.

By signature hereof, the Owner hereby authorises the Agent to commence immediate marketing of the Property notwithstanding the provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: -

Owner 1

Owner's Signature	Witness Signature
Owner's Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Owner's Address	Witness Address
Date:	Date:

Owner 2

Owner's Signature	Witness Signature
Owner's Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Owner's Address	Witness Address
Date:	Date:

13. Data protection

13.0 The Owner agrees that personal information the Owner has provided to the Agent will be held on the Agent's internal databases in both electronic and paper format. The Owner consents to the Agent using information provided by the Owner for the purposes of performing the letting and management services detailed in this Agreement, including where necessary disclosing the information to third parties the Agent uses to perform certain functions on their behalf such as solicitors, accountants, contractors, insurance providers, utility companies and property management software providers. The Agent may have a legal obligation to disclose the Owner's personal data to tenants and enforcement agencies including the police, HMRC and the local authority and in such circumstances these legal obligations will be observed. The Agent will take all reasonable steps to ensure the security of personal data and will observe the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679).

14. Miscellaneous

14.1 In this Agreement the masculine shall include the feminine and the singular shall include the plural, and vice versa, unless the context clearly indicates to the contrary.

14.2 This Agreement shall be governed by and construed in accordance with the Law of Scotland and any dispute arising out of this Agreement or these terms shall be subject to the exclusive jurisdiction of the Scottish Courts; IN WITNESS WHEREOF:

Owner 1

Owner's Signature	Witness Signature
Owner's Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Owner's Address	Witness Address
Date:	Date:

Owner 2

Owner's Signature	Witness Signature
Owner's Full Name (Block Capitals)	Witness Full Name (Block Capitals)
Owner's Address	Witness Address
Date:	Date:

Agent

Signature of the Agent	Witness Signature
Full Name (Block Capitals)	Witness Full Name (Block Capitals)

[Agent's address]	Witness Address
Date:	Date:

Appendix A - Complaints Procedure

We are committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint about our service, or about the service of a contractor or third party who we have instructed to provide goods or services in relation to a property owned by or occupied by you, please write down the details of your complaint and send it to:

Mr Steven Murray
Operations Director
Unit 1/109 Swanston Road
Edinburgh
EH10 7DS

Email steven.murray@rentlocally.co.uk

On receipt of your complaint we will adhere to the following procedure: -

We will acknowledge receipt of your complaint in writing within 5 working days of receiving it, giving you a named contact who will be dealing with the complaint.

Your named contact will then investigate your complaint and will send you a detailed written reply, including their suggestions for resolving the matter, within 10 working days of us receiving your complaint.

There may occasionally be circumstances outwith our control which prevent us from adhering to this timeframe. These include: -

- when the office is closed for public holidays;
- where adverse weather or sickness has led to staff shortages;
- where we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- where we cannot respond in full without visiting the rental property and the tenant is restricting access;
- where we cannot respond in full without the input of a key member of staff who is not available.

We will contact you if we are unable to respond within this timeframe and let you know when we aim to respond by.

Upon receipt of our response under Stage 2 above, if you are still not satisfied, you can contact us again in writing and we will arrange for a senior manager to review the decision.

Our senior manager will write to you within 10 working days of us receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

You may apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if we have breached the Scottish Letting Agent Code of Practice and you remain dissatisfied once the above stages have been exhausted, or if we do not process your complaint within a reasonable timescale. You can contact the Housing & Property Chamber at: -

4th floor
1 Atlantic Quay
45 Robertson Street
Glasgow
G2 8JB
0141 302 5900

<https://www.housingandpropertychamber.scot>

RentLocally.co.uk Ltd is registered with the Scottish Letting Agent Register (**registration pending**) and is required to adhere to the Scottish Letting Agent Code of Practice which can be found at <http://www.legislation.gov.uk/ssi/2016/133/schedule/made>.

In accordance with the code we will retain (in electronic or paper form) all correspondence about a complaint for five years.

RentLocally.co.uk Ltd is also a member of the Council of Letting Agents (www.counciloflettingagents.com) and you may invoke their complaints procedure if you remain dissatisfied once stages 1-4 above have been exhausted, or if we do not process your complaint within a reasonable timescale.

RentLocally.co.uk Ltd is also a member of the Property Redress Scheme (<https://www.theprs.co.uk/>) and you may invoke their complaints procedure if you remain dissatisfied once stages 1-4 above have been exhausted, or if we do not process your complaint within a reasonable timescale.

Appendix B

Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

Cancellation form

Model cancellation form which you may wish to provide to your client to enable them to cancel the contract within the cancellation period if they choose to.

To RentLocally.co.uk Ltd, Unit 1/109 Swanston Road, Edinburgh, EH10 7DS

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

Ordered on [*/ received on [*/,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.