

## **Letting and Property Management Terms and Conditions**

Agreement between:

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

and

The Property Owners as Specified in the Agreement (hereinafter referred to as "Owner")

### **1. Definitions**

The following terms will have the following meanings:

- 1.1 "Property" means The Property as referred to in the application form
- 1.2 "Approved Repair Limit" means £300 (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.
- 1.6 "Agent" means Rentlocally.co.uk Ltd
- 1.7 "The Agreement" means the signed Landlord application form.

The following terms and conditions apply to the Agreement:

### **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 the 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/she has the consent of all 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 the 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 if requested, and:
  - i) 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 the Agreement. During the period of the 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 His Majesty's Revenue & Customs (HMRC) (for each joint owner) in order for the Agent to pay their rent gross of tax, or the Agent will deduct tax at the basic rate on all rental income and pay this directly to HMRC on a quarterly basis, as required by law;
- 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, at the Owner's expense;
- 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 the 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 Tenancy Deposit, 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 authorise all work required to remedy any defects identified by gas and electrical safety checks and legionnaires risk assessments/reviews;
- q) Where an Owner chooses to arrange their own contractors to complete maintenance or repair work or routine safety certification, they agree to have such work completed within the timeframes set out in the Agent's Standard Operating Procedure. Safety certificates must be provided to the Agent, prior to expiry of the previous certificate, and where the Owner fails to do so, the Agent is authorised to have the checks completed and certificates issued, at the expense of the Owner.
- 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. The Agent will not be liable for the damage or loss of any such personal items.
- s) The Owner will accept the Agent's professional opinion on what constitutes reasonable wear and tear.
- t) The Owner should provide clear written instructions on how to operate the central heating, hot water systems and any other appliances provided with the property.
- u) The Owner remains liable for, and should continue to pay any factoring charges directly.
- v) The Owner acknowledges that the Agent is not responsible for routine supervision of the property whilst it is unoccupied other than whilst conducting viewing appointments.
- w) The owner consents to the Agent marketing the property, processing applications and conducting reference checks on prospective tenants in accordance with the procedure and details outlined in the Agent's Standard Operating Procedures.
- x) The Owner has read through the Agent's Standard Operating Procedures, which are available to view at [www.rentlocally.co.uk/SOP](http://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) Accompanied viewings to show the Property to prospective tenants;
- c) Carrying out tenant vetting in line with the Agent's written referencing procedure, a copy of which is available on request;
- d) 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;
- e) Providing the Owner with a copy of all application and referencing paperwork and seeking the Owner's approval to proceed with the tenancy, if requested by the Owner;
- f) Preparation and signature of tenancy documentation;
- g) Preparation of a written inventory incorporating a schedule of condition;
- h) Notification of change of occupation to the council tax authority and utility providers;
- i) Collection of deposit and first month's rent;
- j) 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, 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, legionnaires risk assessments/reviews and lead testing of the water, 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 claiming any payment from the tenant's deposit, 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 the contract;
- b) A management fee as stated as a % in the Agreement 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 claim 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 £354 (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 £360 (including VAT) or 12% (including VAT) of the total cost of the insurance work (whichever is the greater amount); This may be adjusted at the sole discretion of the Agent.
- 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 £36 (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 £360 (including VAT) or 12% (including VAT) of the share cost of the repair or insurance work (whichever is the greater amount);
- h) Any other such additional fees are detailed in the Agreement;
- i) Such other costs as the Owner may be liable to pay or reimburse the Agent for in terms of the 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 the 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 the Agreement, all fees and charges include 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, Universal Credit or Discretionary Housing payments 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 for eviction or payment unless agreed with the Owner. The Owner accepts that outlays and additional fees will be payable should the Agent agree to provide this service;
- 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. The owner accepts that there are additional fees payable should the Agent agree to provide this service;
- 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, maintenance contractors or for viewings, when requested to do so;
- j) Does not guarantee that claims made against 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. The Owner accepts that an additional fee will be payable to the Agent, for provision of this service;
- 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, and 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 the Agreement with immediate effect and is required to inform the appropriate authorities, such as the local authority, that the Owner is failing to meet their legal obligations as a registered landlord;

- 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 the Agent, this may happen in the event of a sale of the business, in whole or part.
- q) Does not manage and will not be responsible for the Property during void periods between tenancies.

## **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. There may, however, occasionally be circumstances outside 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 Number and the appropriate registration number will be provided on request. 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 the Agreement, they should write to the Agent with details of the complaint. The Agent will then invoke their written complaints procedure, a copy of which will be supplied on request.

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: -

4<sup>th</sup> 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.

8.1 The Agent may charge a commission to contractors providing third party services to the Agent.

## **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 the Agreement**

11.1 The Owner will be informed by the Agent, in writing, of any changes to the Agreement, with the Agent giving the Owner not less than 1 month notice of the changes. 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 The 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.

11.3 The Agent hereby reserves the right to terminate the 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 the Agreement or for any act or omission by the Owner which is in breach of the Owner's obligations under the terms of the Agreement.

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

## **12. Immediate marketing**

If the Owner wishes the Agent to commence immediate marketing of the Property, then the Owner must sign the contract. 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.

## **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 the 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 the 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 The 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.