

## **TERMS OF BUSINESS**

**Wilson's Lettings Limited is an established letting agency in Rhos on sea, qualified in all areas of Property Letting and Management. Wilson's Lettings Ltd are accredited by Rent Smart Wales - Licence Number: LR-72007-65038.**

**Wilson's Lettings are a member of The Property Ombudsman and Client Money Protect.**

**Wilson's Lettings provide the following packages to our Landlords:**

### **FULL MANAGEMENT SERVICE - PRESTIGE**

**SET UP FEE -£480 INCLUSIVE OF VAT (£400 plus VAT)  
MONTHLY CHARGE 12% + V.A.T.**

- Full Market Appraisal and Marketing
- Conducted Viewings
- NEW - Tenant referencing to include Employer, Landlord and Credit references
- Preparation of the Inventory and Schedule of Condition including Photographs
- Preparation of the Assured Shorthold Tenancy Agreement
- Accompanied Check In
- Notify Utilities at the commencement and the end of the tenancy
- Transfer of deposit to the Deposit Protection Service
- Balance of Rent paid to Landlord monthly
- Regular Property visits throughout the Tenancy
- Arranging Routine Repairs and Renewal of G.S.C. and E.P.C.
- Check out report at the end of the Tenancy to include Dispute Resolution
- **Optional – Six months Landlords Rent Guarantee - £75.00**

### **RENT COLLECTION SERVICE -**

**SET UP FEE -£480 INCLUSIVE OF VAT (£400 plus VAT)  
MONTHLY CHARGE 8% + V.A.T.**

- Full Market Appraisal and Marketing
- Conducted Viewings
- NEW – Tenant referencing to include Landlord, Employer & Credit Reference
- Preparation of the Inventory and Schedule of Condition including Photographs
- Preparation of the Assured Shorthold Tenancy Agreement
- Managing the commencement of the tenancy and Subsequent Renewals
- Deposit transfer to the Deposit Protection Scheme
- Monthly rental statements less our commission.
- Rent paid into bank on same day as received (whenever possible)
- **Optional – Six months Landlords Rent Guarantee - £75.00**

**TENANT INTRODUCTION ONLY SERVICE**

**ONE OFF FEE – £600 (£500 plus VAT)**

- Full Market Appraisal
- Advertising and Marketing
- Conducted Viewings
- NEW – Tenant Referencing to include Employer, Landlord and Credit references
- Preparation of the Assured Shorthold Tenancy Agreement
- Collection of First month's rent and Deposit
- Deposit transfer to the Deposit Protection Scheme
  
- **Optional – Inventory and Schedule of Condition to include photographs**
  - Max 2 Bedroom - £84.00 inclusive of VAT (£70 plus VAT)
  - Max 3 Bedroom - £96.00 inclusive of VAT (£80 plus VAT)
  - Max 4 Bedroom - £120.00 inclusive of VAT (£100 plus VAT)
  - Max 5 Bedroom – price on application

**Deductions:**

If before the payment to the Landlord of rental income, collected at the commencement of the tenancy, any management fees, charges and repair costs remain outstanding, these shall be deducted by the Agent.

For the **TENANT INTRODUCTION ONLY SERVICE**, the Agent shall at the commencement of the tenancy:

- Arrange for Tenant to sign the Agreement and send a copy to the Landlord for signature or the Agent to sign on their behalf
- Take from the Tenant the first months rent and a deposit of not less than one months rent which shall be retained as above
- Deduct from the first months rent the letting fee including v.a.t. Any balance shall be paid to the Landlord. If the fees exceed the first month's rent, any balance outstanding will be immediately payable by the Landlord upon receipt of the Agents invoice

**Deposits**

We would remind you that it is a legal obligation to register the deposit on behalf of the tenant if the **TENANT INTRODUCTION SERVICE** is selected. The Deposit Protection Service is a free service and they can be contacted on 08444727000 or online at enquiries@depositprotection.com. It is important that this is carried out within 30 days of the tenancy commencement.

For the **FULL MANAGEMENT SERVICE** the agent shall at the commencement of the tenancy:

- Arrange for Tenant to sign the Agreement and sign as Agents for the Landlord
- Take from the Tenant the first months rent and a deposit of not less than one months rent which shall be retained as above
- A detailed Inventory and /or Schedule of Condition will be prepared prior to the Check in and used for the Check -Out (subject to normal wear and tear).
- The Agent shall receive the rent from the Tenant each month by standing order, cash or cheque. The Agent shall make monthly payments to the Landlord as soon as payment is received subject to the day on which payment has been made within 10 working days after receipt of cleared funds. If the rent is not received from the Tenant, the Landlord will be advised to consider legal action.
- The Landlord remains responsible for all ground rent and service charges.

### **LANDLORD'S RESPONSIBILITIES**

The Landlord is responsible for the repair and upkeep of the Property which include:

- To keep in good repair the structure of the property (including the drains, gutters and down pipes) and the exterior
- To keep in good repair the appliances for the supply of gas, electricity and water
- To keep in repair the appliances for the supply of space and water heating
- To keep in repair the sanitary appliances
- On unmanaged properties to ensure the tenant has an inventory/schedule of condition

The Agent shall administer the day to day repairs up to a maximum of £400.00 for any one item (the Landlord will be contacted whenever possible). If repair or replacement is likely to cost in excess of this figure, the Agent shall endeavour to contact the Landlord or his representative, except in an emergency, and wherever practical, supply an estimate before commencing the work. If you are a Leasehold Landlord then the liability for repairs to the let property remains with you.

Please note that Wilsons Lettings Ltd cannot be held liable for any works carried out by a contractor.

If instructions are not received from the Landlord, in an emergency the Agent will have the full authority to act in the Landlord's best interests.

If the Landlord provides the agent with a nominated contractor, the Agent shall make every reasonable effort to contact him, but reserves the right to instruct an alternative contractor to prevent further loss and/or damage.

Where remedial work is required during a gas or electricity inspection, the Agent reserves the right to authorise any work whilst the engineer is on site up to a maximum of £300.00. This protects the safety of the Tenant and eliminates further call out charges for the Landlord.

#### **Property visits**

The Management Team shall visit the property on a regular basis and provide a report to the Landlord. Wilsons Lettings accepts no responsibility for latent or hidden defects and advises the Landlord to instruct a structural surveyor or engineer for such circumstances.

#### **Void Periods**

The Management Service does not include security or supervision of the property when it is not let. The Landlord must make suitable arrangements to have the Property checked during void periods.

### **Termination of Management**

Giving not less than two months written notice to the Agent, the Landlord may terminate this Agreement. If the Tenant remains in occupation the Agent shall charge fees subject to the Letting Service Fees. The Agent may terminate this Agreement upon giving not less than two months written notice. If any term or condition of this agreement or statutory obligation is breached by the Landlord or any act or omission which renders the Agent's duties of managing the property impractical or impossible, the Agent may terminate the Agreement with immediate effect.

### **Early Departure of the Tenant**

If the tenant vacates the property before the expiry date, the **Landlord** should take action to recover outstanding rent from the Tenant.

### **Mortgages and Leases**

Where the property is subject to a mortgage or held on long leasehold, consent must be obtained by the Lender or Superior Landlord before the property is sub-let.

### **Selling the Property to a Tenant**

If an existing tenant approaches Wilsons Lettings with an 'interest' in purchasing the property, we will inform the Landlord of the interest, negotiate the selling price, draw up a Memorandum of Sale, and inform Solicitors of the sale. A Landlord will be liable to pay Wilsons Lettings £1800 inclusive of VAT (£1500 plus VAT).

### **Insurance**

The Landlord must ensure that their insurance company has been notified of intent to let so that they may advise you of any additional cover that may be necessary. Proof of such insurance should be provided to the Agent.

### **Finance Act 1995**

Rental income is assessable for tax. The Landlord must inform the Inland Revenue that the property is let. There are allowances that can be claimed against rental income. Advice can be sought from an accountant. Such information can be found in booklet IR150 from any tax office. Landlords resident overseas should obtain an **Approval Number from the Inland Revenue**. Otherwise, the Agent shall deduct tax at the basic rate from the rental income.

### **Furniture and Furnishings (Fire)(Safety)(Amendment) Regulations 1993**

The Landlord must be aware that any furniture within any part of the property must comply with the regulations. The Landlord must ensure labels are attached to the furniture at the property showing that they comply with the regulations.

By signing this document you are accepting full responsibility for ensuring that your property and contents comply with these regulations.

### **Electrical Safety Regulations/P.A.T.**

All installations, wiring and appliances must comply with the above regulations.

By signing this document you are accepting full responsibility for ensuring that your property and contents comply with these regulations.

If any appliance is left at the property with no instruction manual, then it is deemed unsafe.

### **Smoke and Carbon Monoxide Alarms**

Landlords will be required by law to install working smoke and carbon monoxide alarms in their properties, under measures announced by Housing Minister Brandon Lewis, which came into effect October 2015.

The proposed changes to the law require landlords to install smoke alarms on every floor of their property, and test them at the start of every tenancy.

Landlords also need to install carbon monoxide alarms in high risk rooms – such as those where a solid fuel heating system is installed/gas fire or boiler.

### **Legionella Risk Assessment**

To comply with the requirements needed as stated in **Section 3 (2) of the Health and Safety at Work Act 1974**. A “Risk Assessment” specific to Legionnaires needs to be carried out on every property being let.

For most residential settings the risk assessment may well show the risks are low so long as simple control measures referred to in the next section are followed. This will apply to houses or flats with small domestic type water systems where the water turnover is high. Provided the risk assessment shows that the risks are insignificant and the control measures are being properly managed no further action would be necessary. It is important, however, to keep the assessment under review periodically in case anything changes to the system.

**If you wish, we can arrange for this to be carried out on your behalf by a third party, where a record of assessment will be given. The cost of this is £35.00**

The assessments will normally involve :

**Examining the full water system both hot and cold (including any spa tubs/ whirlpools)**

**Determining the risk factor**

**Providing tenant advice and control measures**

**Entering roof spaces and attics to inspect water tanks**

**Completing a record of the assessment**

### **Gas Safety (Installation and Use) Regulations 1988**

The Landlord must ensure that all gas equipment is safety-checked annually by qualified engineers, to keep records of work carried out on the appliances and to obtain a gas Safety Report to be made available to the tenant at the commencement of the tenancy. **No tenancy will commence until a valid compliance certificate is received.**

### **Energy Performance Certificate**

A current certificate must be produced prior to the property being marketed. A copy of which will be available to the prospective tenant on viewing. As of April 2020 all EPC's should be at least an E' rating.

### **Rent Arrears and Breaches of Covenant**

Arrears procedures will be adopted should the tenant fall behind with the rent. The **Landlord** must take all measures to protect interests in respect of seeking or defending legal

action in respect of recovering rent arrears or actions brought against the Landlord. The **Landlord** shall suffer all legal costs personally.

#### **Indemnity of the Agent**

The Landlord agrees to indemnify the Agent from and against any damage of liability, where civil or criminal, suffered from and during the time the Agent is or was acting on the Landlord's behalf. The Landlord shall indemnify the Agent, in respect of necessary works to the Property, to ensure the Landlord complies with his obligations to the Tenant.

#### **Tenants Application**

On application, proof of residency (utility bill less than 3 months old), and photographic ID (driving license/passport) will be requested from prospective tenants.

#### **Renting Homes (Fees Etc.) (Wales) Act 2019- September 2019**

Sections 2 and 3 of the Renting Homes (Fees Etc.) Wales Act 2019 ("the act") create offences for a Landlord or Agent to require a person to make a payment which is prohibited, or to enter into a contract for services, or to require the grant of a loan in consideration of the grant, renewal or continuance of a standard occupation contract, or pursuant to a term of a standard occupation contract.

Any payment a tenant is required to pay, unless permitted by the Act, is banned and is a prohibited payment.

The following is a list of payments a Landlord/Agent can ask a tenant to pay. These are permitted payments.

#### **Permitted Payments**

Rent

Holding Deposit – Max of one weeks rent to be returned within 7 days

Security Deposit – Usually equivalent to one month's rent

Pet Deposit – To be agreed with Landlord and Tenant

Lost Key/s – no more than the cost to replace keys/postage

Early Termination - a charge not exceeding the financial loss experienced by the Landlord

Payments in respect of council tax

Payments in default – please see Welsh Government Website for an exhaustive list

Payments in respect of utilities

Payments in respect of television licence

Payments in respect of communication services

No charges can be passed onto a tenant for administration fees, inventories, application fees etc., as these are prohibited payments.

**Wilson's Lettings Limited is an established company.  
The staff aim to provide our Landlords and Tenants with the best possible service.**

**Perry Wilson is the Company Director and a point of contact for any queries that may arise during the contract period with Wilson's Lettings.**

**On our Full Management Service property visits are carried out regularly throughout the period of the tenancy by our Property Management team. A full report sent to the Landlord from our Property Maintenance Manager who will liaise with the Landlord and Tenant should any works be deemed necessary.**

**All legal works, i.e. Accounts, Tenancy Agreements and Section Notices will be carried out by the Office Manager, Zoe Castle.**

**Wilson's Lettings Limited are a Member of the TPO scheme and subscribe to this Code of Practice for Letting Agents.**

**On signing our Terms of Business, you are agreeing for us to use personal information for Marketing and other Administration in line with the GDPR Act 2018**

Signed.....

Print Name.....

Date.....



**TERMS OF BUSINESS**

**SECTION TWO - SERVICE CONTRACTS**

**WILSONS LETTINGS LIMITED**  
27a Rhos Road  
Rhos on Sea  
Conwy LL28 4RS  
Tel: 01492 543111 Fax: 01492 546695  
www.wilsonslettings.co.uk  
Email: info@wilsonslettings.co.uk

**DATE:**

**FULL NAMES AND IDENTIFICATION OF ALL OWNERS:**

.....  
.....

**LANDLORDS REGISTRATION NUMBER: .....**

**LANDLORDS LICENCE NUMBER IF APPLICABLE:.....**

**LANDLORDS CONSENT FOR IMMEDIATE ADVERTISING: .....**

**CORRESPONDENCE ADDRESS:**

.....  
.....  
.....POST CODE:.....

**CONTACT NUMBERS:**

HOME: .....MOBILE.....

E-MAIL: .....

**ADVISED RENTAL:       £                               per calendar month**

**ADVISED DEPOSIT:     £**

**DEPOSIT HELD BY: LANDLORD (Proof of Registration Required) for UNMANAGED PROPERTY**

**DEPOSIT HELD BY: AGENT (MANAGED PROPERTIES)**

**SERVICE REQUIRED: FULLY MANAGED/TENANT INTRODUCTION**

**BANK DETAILS:**

**ADDRESS:                       .....**

**SORT CODE:                   .....**

**ACCOUNT NUMBER:         .....**

**ACCOUNT NAME:             .....**

**FULL MANAGEMENT SERVICE – PRESTIGE**

**SET UP FEE -£480 INCLUSIVE OF VAT (£400 plus VAT)  
MONTHLY CHARGE 12% + V.A.T.**

**PROPERTY ADDRESS:** .....

**POST CODE:** .....

Gas Safety Certificate available	Yes/No	Wilson's to arrange.....
Expiry Date:		
Electrical Safety Certificate	Yes/No	Wilson's to arrange.....
Energy Performance Certificate	Yes/No	Wilson's to arrange.....
Smoke Alarms (on each floor)	Yes/No	Battery/hardwired
Carbon Monoxide Detector	Yes/No	Wilson's to arrange.....
Keys supplied (2 Sets)	Yes/No	No.keys rec'd.....
Legionella Risk Assessment required	Yes/No	Wilson's to arrange.....

**Optional – 6 months Landlords Rent Guarantee - £75.00 Yes/No**

I/We confirm that I/We are the sole owners of the property and agree to be bound by this contract.

Signature: .....

Full Names: .....

Date: .....

Agent's Signature: .....

**GAS SUPPLIED BY:**  
**ELECTRICITY SUPPLIED BY:**  
**WATER METER:** YES/NO  
**COUNCIL TAX BAND:**

**LANDLORDS RESTRICTIONS:**

**Cats** Yes/No  
**Dogs** Yes/No  
**Children** Yes/No  
**Smokers** Yes/No

**RENT COLLECTION SERVICE -**

**SET UP FEE -£480 INCLUSIVE OF VAT (£400 plus VAT)  
MONTHLY CHARGE 8% + V.A.T.**

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Date: .....

Agent's Signature: .....

**GAS SUPPLIED BY:**

**ELECTRICITY SUPPLIED BY:**

**WATER METER:**

**YES/NO**

**COUNCIL TAX BAND:**

**LANDLORDS RESTRICTIONS:**

<b>Cats</b>	<b>Yes/No</b>
<b>Dogs</b>	<b>Yes/No</b>
<b>Children</b>	<b>Yes/No</b>
<b>Smokers</b>	<b>Yes/No</b>

**TENANT INTRODUCTION ONLY SERVICE**

**ONE OFF FEE – £600 (£500 plus VAT)**

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**POST CODE:** .....

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**Optional – Inventory and Schedule of Condition to include photographs**

Max 2 Bedroom - £84.00 inclusive of VAT (£70 plus VAT)	Y/N
Max 3 Bedroom - £96.00 inclusive of VAT (£80 plus VAT)	Y/N
Max 4 Bedroom - £120.00 inclusive of VAT (£100 plus VAT)	Y/N
Max 5 Bedroom – price on application	Y/N

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Full Names: .....

Date: .....

Agent's Signature: .....

**GAS SUPPLIED BY:**

**ELECTRICITY SUPPLIED BY:**

**WATER METER: YES/NO**

**COUNCIL TAX BAND:**

**LANDLORDS RESTRICTIONS:**

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<b>Dogs</b>	<b>Yes/No</b>
<b>Children</b>	<b>Yes/No</b>