

Suttons Estate Agents

LETTINGS TERMS AND CONDITIONS OF BUSINESS

In accordance with the Estate Agency Act 1979 we are required to set out our terms of business and any related services offered to you prior to taking instructions to market your Property. This document outlines the services we provide to Landlords and the attached Fees and Charges Sheet outlines our fees for so doing.

If you do not understand or do not wish to accept any of our terms please tell us and we will be pleased to discuss them with you.

We draw your attention to The Legal Requirements section which outlines important information regarding legislation that affects the letting of private rented Property and the legal requirements placed on Landlords. Please read these carefully before instructing us to proceed with marketing your Property for letting and let us know immediately if you have any queries. Once satisfied please complete and return the attached Confirmation of Landlord Instruction.

You are entering into an agreement with Suttons Estate Agents trading as Suttons (Austin Lee) Ltd.

These terms of business are effective from 1st April 2023

Our company registration number is **05210180**. Our VAT number is **844897470**.

We are members of Reposit, The Deposit Protection Scheme Custodial and My Deposit Insured Scheme.

We are a member of Client Money Protection. Our CMP Member number is: **CMP005812**.

Our redress scheme is The Property Ombudsman (TPO).

We are a data controller and as such are registered with the Information Commissioners Office (ICO)

This agreement will override any previous terms of business in their entirety unless otherwise stated.

Range of Services

Expert Package – (Marketing Only)

This is our most basic option and is designed to provide a service for marketing purposes only which offers a platform for tenant enquiries. This should only be used by professional landlords where letting property is their primary business, with a dedicated property manager and they have the knowledge to comply with all of the legislation and regulations required. This is subject to an upfront fee.

This service includes: -

- (i) Marketing the property on all our online portals, property website and social media pages.
- (ii) Professional photos will be used for marketing purposes as well as providing 360 tours and walk-through viewings.
- (iii) Accompanying prospective Tenants on viewings, where keys and access are granted.
- (iv) Reporting all tenancy offers received and negotiating acceptable terms for the Tenancy with the prospective Tenant. Arranging holding fee payment directly to landlord.
- (v) To find a suitable and pre-qualified applicant to commence referencing. Referencing if needed will be charged at an additional cost.

Elite Package – (Let Only)

This service is one step up from the most basic package and should only be used by landlords where letting property is their primary business and they have the knowledge to comply with all of the legislation and regulations required.

In addition to the services listed in our marketing lite service, our elite let-only package includes: -

- (i) Applying for references on the prospective Tenant(s) as appropriate. This will be via an independent referencing agency. This will include affordability and credit checks, landlord and employment references where applicable, anti-money laundering checks and all relevant immigration and right-to-rent checks on the prospective Tenant and all adult occupiers prior to the start of the tenancy. **Any follow-up checks required to comply with The Immigration Act 2016 will be solely the landlords responsibility.**
- (ii) Preparing or administering an appropriate Tenancy Agreement for signature by both parties.
- (iii) In the case of an Assured Shorthold Tenancy you must serve a Section 21 Notice on the Tenant no later than two months prior to the Tenancy end date in order that you may obtain possession of your Property. Please note: The Section 21 Notice cannot be served in the first four months of the initial Tenancy. **If the Prescribed Information is not correctly served a Court will not be able to grant you possession of your property. We do not do this on your behalf with this level of service.**
- (iv) Arranging a thorough Inventory of Contents and Schedule of Condition of the Property, carried out by an independent inventory clerk. A copy of which will be supplied to you and to the Tenant at the start of the Tenancy. This is subject to an additional fee and is recommended should a deposit dispute arise at the end of the tenancy.
- (v) The Tenant will be required to sign and return the Inventory to the landlord at the start of the Tenancy to confirm agreement to the contents and condition of the Property. This is the landlords responsibility to chase for a signed copy.
- (vi) Please note it is the Landlord's responsibility to check and verify the condition of the Property at the end of the Tenancy against the inventory and assess any deductions from the Tenant's Deposit.
- (vii) Notifying the utility companies and council tax on your behalf of the change of user for electricity, gas, and water services at the start of the Tenancy upon request. This is subject to an additional fee. We do not administer payment of utility bills.
- (viii) Arranging for the required Safety inspections and resultant works which may be identified as appropriate prior to the commencement of the tenancy to ensure your property complies with current safety legislation. Unless provided prior to marketing.
- (ix) You will be responsible for the contractor's charge levied for this inspection and any resultant necessary works. You will be solely responsible for arranging the subsequent annual Safety inspections throughout the tenancy.
- (x) At this level of service, WE DO NOT receive or administer rental payments on behalf of the Landlord (other than the initial rental payment at the start of the Tenancy), nor do we undertake receipt of the Tenant's security deposit on behalf of the Landlord unless requested to do so. This is subject to an additional fee and receipt of your registered DPS landlord number. This additional service is only available via The Deposit Protection Service (DPS).
- (xi) In the case of an Assured Shorthold Tenancy, the Landlord and Agent are required by law to comply with the Compulsory Deposit Protection Scheme regulations under the Housing Act 2004.
- (xii) For Assured Shorthold Tenancies under our Let Only Service the Tenant's security deposit will be paid by the Tenant directly to the Landlord who is solely responsible and liable for safeguarding the security deposit in compliance with the regulations.

Premier Package – (Fully Managed Service)

In addition to the Elite let-only service this package, our Premier fully managed service is designed to cover all aspects of the management and money process from the beginning of the tenancy until the tenants vacate.

This service includes: -

- (i)** Receiving and registering the Tenant's security Deposit throughout and until the termination of the Tenancy via your chosen deposit scheme and the correct prescribed information will be served on the tenant and relevant person in accordance with the Housing Act Legislation. Registering the deposit will be subject to an additional fee, dependant to which scheme is selected.
- (ii)** Receiving the monthly rent from the Tenant on your behalf and forwarding this to your bank less our fees and any other appropriate deductions. Submitting monthly statements of account to you relating to all transactions undertaken on your behalf. These can also be downloaded via our website and Suttons Application 24 hours a day.
- (iii)** If required and applicable we will prepare the relevant documentation to formalise the extension or renewal of the Tenancy, including rent review at current market value and serving the relevant section 13 form 4 paperwork. This is subject to an additional fee.
- (iv)** If required or instructed we will serve any applicable notices on the Tenant required to lawfully bring the Tenancy to an end. This is subject to an additional fee.
- (v)** We will visit the Property once within the first six months of an initial Tenancy and report on the condition of the Property and the progress of the Tenancy. This visit is not a structural survey, and we are only able to report on the apparent visual condition of the Property and contents. We cannot accept any responsibility for hidden or latent defects or for failure to notice anything concealed from us.
- (vi)** We will arrange one risk assessment every six months for your property via a third-party company. This is to inspect the property for compliance checks in line with current regulations. For example, Immigration checks, right to rent checks, smoke alarm and carbon monoxide detector checks. The report will also include visual checks for your piece of mind, including photographs and a 360 view of each room within the property. This is subject to an additional fee.
- (vii)** We will seek your approval and if necessary will obtain and submit estimates to you (maximum of 2 separate quotes) for any relevant work required at the property to comply with current regulations set out below. Contractor call out fees may be charged depending on the assessment and work required.
- (viii)** We have authority to arrange for the remedy of defects which are the responsibility of the landlord under the tenancy, that come to our notice or are notified to us by the Tenant and deal with routine repairs up to a maximum cost of £300 inclusive of VAT (£250 plus VAT). In the case of an emergency we have your authority to act as agent of necessity and undertake such necessary maintenance to protect and secure your Property even if such repairs exceed £300 inclusive of VAT (£250 plus VAT).
- (ix)** At the end of the Tenancy, we will conduct a check-out inspection against the Inventory on your behalf and organise any necessary cleaning, repairs or replacement to prepare the Property for a new Tenancy or for return to you.
- (x)** If required, we will issue a full report detailing any missing items or damage not due to fair wear and tear, together with a statement of any proposed deductions assessed as being due to you from the Deposit, will be forwarded to you and the Tenant for approval. This is subject to an additional fee.

Please note: we are unable to apportion any monies from the Deposit without the approval of both the Landlord and Tenant. This is subject to an additional fee.

(xi) When you sign these Terms and Conditions instructing us to act as your Managing Agent you are confirming our authority to release the balance of the Tenant's Deposit monies as outlined in that statement in the event that we do not hear from you to the contrary within 10 working days of the termination of the Tenancy, provided we have received Tenant's confirmation of approval.

(xii) It is also the landlord's responsibility to maintain all the services to the property, such as water, gas, electric, and drainage, it is our responsibility within the property but not outside (with the exception where the tenants actions may have got these cut off).

Also, not to include any planning or legal work, such as we are not required as part of our service to identify or clarify responsibilities as to who owns what, such as ownership of adjoining land, who's drains are where nor is it our responsibility to either identify if there are such TPOs on tress, if a property is in a conservation area or if it is listed, prior to organising works. It is the duty of the landlord to notify us of such matters and not to expect us to get involved in the identification of such legalities.

Our responsibility in relation to property maintenance, ends where the landlord's liability ends as our role is in managing the "tenancy" not the land (property).

The service also does not extend into the realm of "land management", specialist works, such as Tree surgery, also for clarity not to include the management of trees protected under a TPO (Tree Preservation order), conservation order or other protection nor to include Hedge cutting, Land Drainage, Pool, lake or water feature management, swimming pool maintenance, livestock protection or care, Livestock or Agricultural area management, gymnasium repairs etc.

Our Tenancy management Service also does not include the management or instructional responsibility to any of the landlords on site staff, or overseeing of the staff such as caretakers, cleaners, concierges, changeover teams etc.

Priority VIP Package – (Fully Managed+)

This service is our highest level which is offered for a complete and compliant hands-off package. In addition to the Let Only and Fully Managed service

This service includes:-

(i) Reposit Package & Full check out Inspection (Value-£180)

We will include Reposit (deposit replacement) cover inclusive of this package. Reposit gives you an 8 week deposit cover instead of the 5 week capped traditional deposit. Within this package, we will also include a full check out inspection and report if required for a dispute. The dispute will be handled by ourselves within this service at no extra cost.

(ii) Annual or Tax Year Statement (value - £50)

We will issue one annual or tax year statement included in the VIP service when requested via email. Please allow 48 working hours from the dated email request.

(iii) Annual Risk Assessment & Report (£60)

We will arrange one risk assessment for your property via a third-party company inclusive of the VIP service. This is to inspect the property for compliance checks in line with current regulations. For example, Immigration checks, right to rent checks, smoke alarm and carbon monoxide detector checks. The report will also include visual checks for your piece of mind, including photographs and a 360 view of each room within the property.

(iv) One Tenancy Renewal (£100)

We will offer one tenancy renewal (6 or 12 months AST) inclusive of this package. This will be sent to you tenant electronically for signing. Once signed by all parties this will be emailed to you for your records.

(v) Serving End of Tenancy Notices (£50)

With this VIP service, we offer to serve any End of Tenancy Notices (Section 8 form 3 or Section 21 form 6a) along with all necessary information to the tenant where necessary.

(vi) Property or Portfolio Review (value £50 pp)

A full review of your portfolio annually if required to assess the performance of your portfolio and to review if a change or improvements could be made to improve your income levels, rent charged or rate of return. If needed a section 13 (form 4) will be issued in line with a rent increase. Included Free of Charge under the VIP service.

(vii) Buy to Let Advisory Service (value-£199)

For those clients wishing to further invest in rental property; we offer a buy to let advisory service including seminars, viewing potentially suitable properties on your behalf, advising you on market rental potential and negotiating an offer for purchase on your behalf. Included Free of Charge under the VIP service.

(viii) Price FREEZE (priceless)

As our costs increase, new legislation is added and more work is required, we have to review our fees annually, as do all companies, however on this package, we agree to freeze the agreed fee for 2 years and you will be protected from any fee increases for any service for 2 years from the moment you take on our services (unless you request an upgrade or additional services not mentioned, offered or listed here) Included only under the VIP service

SERVICE	FEE EXCLUDING VAT	FEE INCLUDING VAT
MARKETING ONLY SERVICE – EXPERT	£250 One-off upfront fee	£300 One-off upfront fee
LET ONLY SERVICE – ELITE (whichever is greater)	75% of first month's rent subject to a minimum of £500	90% of first month's rent subject to a minimum of £600
FULLY MANAGED SERVICE – PREMIER (whichever is greater)	50% of first month's rent subject to a minimum of £500 plus 10% pcm	60% of first month's rent subject to a minimum of £600 plus 12% pcm
VIP FULLY MANAGEMENT PLUS SERVICE – PRIORITY VIP (whichever is greater)	50% of first month's rent subject to a minimum of £500 plus 15% pcm	60% of first month's rent subject to a minimum of £600 plus 18% pcm

PACKAGE PRICELIST AND COMPARISON CHART OF SERVICES

What is included within your chosen service	EXPERT	ELITE	PREMIER	PRIORITY VIP
Full advertising on all online portals including Suttons Website, Rightmove, Onthemarket, Wearthemarket & local sites	✓	✓	✓	✓
Additional social media marketing	✓	✓	✓	✓
To let board	✓	✓	✓	✓
360 tours and walk through viewings (not available for studios)	✓	✓	✓	✓
Arranging and accompanying viewings or block viewings	✓	✓	✓	✓
Tenant pre-qualification		✓	✓	✓
Arranging holding fee payment		✓	✓	✓
Full tenant referencing (Including cc,r2r,aml,immigration, affordability, e&llrefs)		✓	✓	✓
Tenancy creation, set up and signing		✓	✓	✓
Holding security deposit		✓	✓	✓
Inventory preparation with report		✓	✓	✓
Compliance certificates		✓	✓	✓
Supplying the relevant de-regulation act documents		✓	✓	✓
Testing the smoke alarm on the day of move in			✓	✓
Notifying the utility providers and local council			✓	✓
Agency property inspection			✓	✓
Handling property maintenance and record keeping			✓	✓
Service checks, annual checks and compliance checks			✓	✓
24/7 emergency call centre and helpline			✓	✓
Full compliance risk assessment with report (inc 360 virtual tour, full detailed report, maintenance checks, service checks on smoke alarms and co2 alarms, Immigration and right to rent checks, tenancy breach or criminal activity assessments)				✓
Reposit protection				✓
Check out inspection and report with final meter readings				✓
Reposit Dispute				✓
One tenancy renewal				✓
End of tenancy notices				✓
Annual portfolio review including serving of section 13				✓
Annual or tax year statement				✓
Buy to let advisory service				✓
Two-year fees price freeze				✓