

These Terms of Business form the total contract between you, the landlord, and we, the proprietors* of the agency trading at the office address opposite in respect of the letting and management of your property;

Postcode _____

and all of the properties on which you instruct us to act as your agent, whether the instruction is given verbally or in writing. If you wish to instruct us then please sign and return a copy of this document to the opposite address;

Agency details

Complete Lettings (Williams & Yemm LTD)
19 Regent Street, Leamington Spa
Warwickshire, CV21 3PU
t: 01926 887723
e: brian@complete247.co.uk
w: www.complete247.co.uk

Agency proprietor

Williams & Yemm Trading as Complete Estate Agents Sales & Lettings Leamington
Registered No: 10693635
Registered Office Address
Magma House, 16 Davey Court, Castle Mound Way, Rugby CV23 0UZ
VAT No: 267621879

What is included within each service

	Manage & Protect	Fully Managed	Rent Receipt	Tenant Find Only
Rent Protection We arrange for you to receive rent every month your tenant occupies your property, whether or not they have paid.*	✓			
Repossession Service Should your tenant breach the terms of their Tenancy Agreement under any of the grounds for Possession including antisocial behaviour, we will arrange legal representation to negotiate repossession of your property.*	✓			
Defended Action We arrange legal representation to negotiate repossession of your property even in the event of a defended action.*	✓			
Eviction of Squatters We arrange legal representation to negotiate your legal rights to evict anyone who is not entitled to live at your property.*	✓			
Property Damage We arrange legal representation to negotiate your legal rights after any event which causes more than £1,000 (one thousand pounds) of physical damage to your property.*	✓			
Legal Defence We arrange legal representation to defend your legal rights should an event arise from letting your property that leads to you being prosecuted in a criminal court *	✓			
Helpline Services Whilst your property is occupied, we arrange access to helpline services which include legal advice, tax advice, domestic assistance and counselling.*	✓			
Tenant Monitor We arrange for the tenant's credit status to be monitored throughout their tenancy and we will notify you of any serious adverse change in their credit status.	✓	✓	✓	✓
Management Visits We arrange to visit the property and report in writing within three months of the tenancy starting and then not less than once every 6 months whilst the tenancy remains in force and always provided that your tenant grants access. For an additional fee we can arrange additional visits and if the property is designated as a House in Licensable House in Multiple Occupation additional visits will be required. Our visits are visual inspections only, not surveys.	✓	✓		
Maintenance We manage routine maintenance work using our approved contractors. We will agree a delegated spend limit with you above which we will seek your approval before instructing contractors (except for cases of genuine emergency when we will exercise discretion to instruct any reasonable work to keep your tenant and your property safe).	✓	✓		
Payment of Bills We settle property specific bills that are your responsibility by deduction from rental income. If we hold insufficient funds we will request you place funds on deposit.	✓	✓		
Tenancy Matters We manage all day to day contact with your tenant and endeavour to resolve all routine matters arising during the tenancy.	✓	✓		
Check Out We arrange to check the Inventory and Schedule of Condition at the end of the tenancy, report on any work required and put a value on the deductions we recommend should be claimed against the Security Deposit.	✓	✓		
Damage Disputes We will liaise between you and your Tenant in the event of a dispute concerning the return of a Security Deposit subject to the rules of a Government Approved Deposit Scheme.	✓	✓		
Gas, Electric, Water and Council Tax Liability We manage the transfer of billing liability between you and the tenant at the start and end of tenancies.	✓	✓	✓	

What is included within each service

		Fully Managed	Rent Receipt	Tenant Find Only
Rent Receiving We ask your tenant to set up a standing order or direct debit mandate for rent payments and we account to you for the rent received, less outgoings and our fees accompanied by a statement delivered by email, within five working days of funds being cleared into our account.	✓	✓	✓	
Credit Control We pursue unpaid rent through written and telephone contact with your tenant. We will liaise with your solicitors in cases requiring legal action.	✓	✓	✓	
Gas and Electrical Safety Testing (PAT) We arrange for a Gas Safe registered engineer to carry out a Landlord Gas Safety Certificate (at your additional cost) before the property is first let and then annually. At your option (and additional cost) we will arrange portable electrical appliance testing (PAT) and a fixed wiring test.	✓	✓	✓	
Property Purchase Advice We review details of properties for sale that may be suitable as letting investments and provide you with an estimate of the rental potential. For an additional fee we will negotiate the purchase price on your behalf.	✓	✓	✓	✓
Rental Assessment We estimate the rental value in current market conditions, recommend the type of tenant who would be most suitable and agree with you terms on which the property will be marketed.	✓	✓	✓	✓
Marketing We promote the property to a wide audience including through our website, property portal websites and our database of registered applicants, local employers and office callers. Where appropriate we will erect a sign board and for an additional fee we can undertake special advertising.	✓	✓	✓	✓
References (Cost To Landlord) We conduct identity and credit checks and take up employer and current landlord references (if relevant). If you instruct us to in writing, we also carry out UK residency checks (Refer to Your obligations: Right to Rent clause). You may inspect the references. For applicants who have a clean credit history but are financially weak for the rental commitment we ask either for a Guarantor and / or obtain full settlement of rent in advance for the term of the tenancy. For companies who wish to take a tenancy on behalf of their employees we conduct a credit check on the company and a Companies House check with incorporation dates, share capital, Company Director details and proof of authorised signatory. Applicants in receipt of state benefits may be accepted, subject to your approval, a clean credit reference and a Guarantor.	✓	✓	✓	✓
Tenancy Agreement We draw up a Tenancy Agreement between you and your tenant and sign the Tenancy Agreement as agent on your behalf. We may use electronic signature technology.	✓	✓	✓	✓
Security Deposit We secure a Security Deposit from the tenant as cleared funds when the Tenancy Agreement is signed. We will register and lodge, where applicable, the Security Deposit with a Government Approved Deposit Scheme.	✓	✓	✓	✓
Inventory We arrange for an Inventory and Schedule of Condition of the property, its contents and fixtures and fittings, to be drawn up (at your additional cost). The inventory will exclude non residential basements, attics or outhouses.	✓	✓	✓	✓
Tenancy Renewal and Reletting We contact your tenant to negotiate terms for the tenancy to be continued. If your tenant gives notice to vacate we notify you and advertise your property as available to let.	✓	✓	✓	✓
Eviction Service Where we have recommended a tenant, we take steps to repossess your property if the tenant fails to pay the rent.*	✓	✓		

* Terms and conditions as below.

Terms & Conditions

1. You must be a client of the agency at the time that a claim is made and remain a client throughout the period of claim, and;
2. Be compliant with your obligations as a landlord under the agency's Terms of Business, and;
3. Be compliant with your obligations as a landlord under any Tenancy Agreement in force at a property involved in a claim, and;
4. That any tenant involved in claim must have passed the agency's approved referencing procedures without special conditions being applied.
5. The Eviction Service cover is only where possession is required specifically due to rent arrears. It covers for the legal costs up until the first hearing and does not include costs associated with any defended or counterclaim action by the tenant.

Standard charges	Manage & Protect	Fully Managed	Rent Receipt	Tenant Find Only
Tick the box for service required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New tenancy set up (landlord's share)		£250.00 + VAT £300.00 including VAT		50% + Vat of First Rent (MINIMUM) £495.00 plus VAT Minimum £594.00 including VAT
Monthly commission		10.00% plus VAT 12.00% including VAT		
Deposit registration (per Security Deposit)		£20.00 plus VAT £24.00 including VAT		£20.00 plus VAT £24.00 including VAT
Tenancy renewal and /or rent review (landlord's share)		£100.00 plus VAT £120.00 including VAT		£100.00 plus VAT £120.00 including VAT
Additional charges				
Inventory		£100.00 plus VAT £120 Including VAT		£150.00 plus VAT £180.00 including VAT
Tenant Referencing- All packages- £50 + VAT for each client including guarantor		£50 plus VAT £60 Including VAT		£50 plus VAT £60 Including VAT
Additional property visits (per visit)		£25.00 plus VAT £30.00 including VAT		
Financial limits				
Account float		£200		
Delegated spend limit		£200		

* For illustration purposes only, the monthly commission payable on £500 rent would be £50.00 (£60.00 inc Vat) for a Fully Managed service

Your obligations:

Taxes

If you reside outside of the UK for more than six months a year or are a Company/Trust registered abroad, you agree to apply to HMRC to receive your rental income without deduction of tax, enabling you to pay your tax by annual selfassessment. In the absence of such approval (evidenced by a certificate) we must deduct tax from rental income and pay these monies to the HMRC on your behalf. If your tenant pays rent to you directly this legal responsibility will lie with the tenant. You agree to pay all property taxes for periods when the property is not tenanted. You agree to keep your own records for VAT and personal taxation purposes and you have a legal duty of care to inform your tenants accordingly.

Right To Rent

The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For Tenant Find landlords the Landlord will be responsible for any further work needed under the Immigration Act. The Agent agrees that for the Manage and Protect Service, the Fully Managed Service and the Rent Receipt Service the Agent will accept responsibility for the ongoing Immigration Act checks that may be needed during the term of the tenancy.

Mortgage Lender Consent

You agree to obtain consent to let the property from your mortgage lender (if any) and inform us of any special conditions. We may require sight of such consent.

Freeholder/Head Lessee Consent

You agree to obtain Freeholder/ Head Lessee consent to let the property and advise us of any restrictive covenants in the head lease. We may require sight of such consent.

Houses in Multiple Occupation (HMO)

You must have an HMO license granted by the local authority and agree to comply with the relevant planning, building regulations, environmental health, safety and fire regulations. We will require sight of your HMO license if your property is a licensable HMO.

Local Licensing

You agree to comply with landlord licensing schemes operated by the local authority and to pay all fees and complete all documentation required.

Post and Notices

If the property was your residence prior to letting you agree to arrange for postal redirection (at your additional cost) and in all cases provide us with an address in England or Wales for the service on you of legal notices.

Money Laundering

At our request you will provide us with any necessary evidence to allow us to comply with Money Laundering Regulations.

Insurance

You agree to insure your property together with its fixtures and fittings with a reputable insurer to its full reinstatement value, and to hold landlord's buildings and contents insurance (all at your additional cost).

Gas Safety

You agree to repair or replace any faulty gas appliances and have every gas appliance, pipework and flues at the property safety checked at the start of our agency and then annually during periods when it is tenanted using Gas Safe registered engineers to comply with the Gas Safety (Installations and Use) Regulations 1998 (all at your additional cost).

Electrical Safety

You undertake to ensure that the electrical installation and electrical appliances in your property are safe when tenants move in and maintained in a safe condition for the duration of any tenancy, using qualified contractors. You must comply with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets (Safety) Regulations 1994. All electrical installation work must comply with Part P of the Building Regulations for England and Wales.

Legionella Disease

You are responsible for ensuring that the risk of exposure to Legionella in your property is properly controlled. You must carry out a risk assessment (or arrange for a competent third party to do so). If a risk is identified, appropriate steps must be taken to remove or minimise the risk at your additional cost.

Regaining Possession

If you require possession of your property at the end of a tenancy you must provide us with not less than three months' clear written notice.

Energy Performance Certification

You agree to provide us with a valid EPC (Energy Performance Certificate) for your property prior to the commencement of marketing.

Instruction Manuals

You agree to provide instruction manuals for all appliances at the property together with details of manufacturer's guarantees, extended warranties, and any service contracts.

Keys

You agree to provide one set of exit door keys per tenant plus one set for retention by your agent together with any door entry and / or car park fobs, communal entrance codes and / or keys, and any alarm code and instructions. All window keys should be left at the property to be noted on the inventory.

Maintenance

You agree to keep the property in "good repair" as defined by Section 11 of the Landlord and Tenant Act 1985 (at your additional cost).

Management Reserve (Fully Managed and Manage & Protect Services)

You agree we may hold on your account an amount equal to the delegated spend limit so that we have funds in hand to pay contractors. In the event of an emergency.

Smoke Alarms and Carbon Monoxide Detectors

You agree to install a smoke alarm on each floor of the property and a carbon monoxide detector in rooms containing an appliance that burns solid fuel. All alarms must be checked they are in working order on the first day of a tenancy and upon a change of sharer. Should an alarm become faulty during a tenancy you agree to install a replacement.

Damage Disputes

In the event of a damage dispute between you and your tenant, you will pay all contractors' invoices for the work required to bring the property into re-lettable condition. Funds will be repaid to you according to the Approved Deposit Scheme adjudicators final report.

House Builders Guarantee

You agree to provide us with details of any House Builders' Guarantee.

Security during Void Periods

You are responsible for security of the property during periods when it is not tenanted.

Inventory Accuracy

You agree to inform us within seven days if you dispute the accuracy of an Inventory or Check Out report we supply.

Breach of Tenancy

You agree to instruct a Solicitor (at your additional cost) to serve notices in the event of a breach of tenancy unless you benefit from our Eviction or Repossession Services.

Furnishings

You agree to remove or replace (at your additional cost) all furnishings which do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

General Terms

Right to Vary

We may give you one month's written notice to vary these Terms of Business.

Complaints Procedure

If you have a complaint about the service you have received you should put your concerns in writing to the office. Your letter will be acknowledged within 3 working days. The matter will be investigated and a response sent to you within a further 15 working days. If you feel the matter remains unresolved please address your complaint to the owners of the office, who will conduct a review and respond with their final view point within a further 15 working days. In the unlikely event that you remain dissatisfied then you may refer the matter to The Property Ombudsman at the following address:

The Property Ombudsman
Milford House
4355 Milford Street
Salisbury
Wiltshire
SP1 2BP
<https://www.tpos.co.uk>

Right to Terminate

We may terminate our agency by giving you three month's written notice. If you are in breach of your obligations under these Terms of Business and / or in breach of your obligations under a tenancy agreement we may give you fourteen days written notice to remedy the breach and if you do not do so we may terminate our agency immediately. You may terminate our agency at the end of a tenancy upon vacation of the tenant. When you continue to let to a tenant or occupier who we introduced then you agree to pay a charge equivalent to our Tenant Find Only service if the tenant we introduced remains in occupation of the premises. In respect of a proposed tenancy where the applicant has passed referencing you may terminate our agency and abort the tenancy subject to paying us a Tenancy Abort Fee equivalent to not less than one week's rent plus VAT.

Assignment

We reserve the right to assign all of our rights and obligations under this agreement.

Buyer Introduction Fee

If you sell the property to a tenant or occupier who we introduced into the property you agree to disclose the sale price and to us a fee of 1.5% (one and a half per cent) plus VAT of the agreed sales price as a Buyer Introduction Fee subject to a minimum fee of £2,400 including VAT. Upon settlement of our fee invoice we will waive our entitlement to the Agency Termination fee.

Indemnity

You agree to indemnify and compensate us against all claims arising from discharging our duties under these Terms of Business, together with any penalties or fines that are imposed upon us as a result of your failure to comply with legislation or official notices. If you elect not to take up insurance cover for loss of rent, legal costs associated with regaining possession, or accidental or malicious damage to the building or contents, we will not be held liable for any of your associated losses, provided these do not arise from our negligence. We do not accept any liability in respect of your tenant(s), their guest(s) or any third party loss or injury arising out of the condition of your property. We do not accept any liability for any loss or damage that you suffer through any act, default, omission or failure by any third party instructed by us.

General Authority

By signing these Terms of Business you are confirming that you have full legal right to let all of the properties on which we receive your instructions. If there is more than one legal owner, then all of the owners must sign and each owner will be jointly and severally liable for all of the obligations.

Written Direction

You agree to inform us in writing of any of the events listed below:

- Notice to terminate our agency
- Notice to terminate a Tenancy Agreement
- Notice of your intention to regain possession of your property
- Notice of your intention to sell the property
- Appointment of another agent to let or sell your property
- Notice to vary the terms on which we are instructed
- Approval to work in excess of our Delegated Spend limit
- Change to your bank account details
- Change to your UK residency status
- Change to your contact details
- Legal exchange or completion of a sale of your property
- Legal proceedings, bankruptcy or insolvency orders made against you.

Conflicts of Interest

We will tell you as soon as reasonably practical about circumstances which may give rise to a conflict of interest. For example, if a partner, director or officer of the local office own, or have a financial interest of 24% or more in a business or contractor engaged to provide services to you or if we are proposing a tenancy which would involve a member of staff.

Contractors

Contractors will be instructed on your behalf by us as your Agent and invoices will be raised in your name and you will be liable for settlement. From time to time contractors instructed by us may pay a referral fee to us (at 10% of invoiced works). Where we are satisfied that the service provided by the contractor is competitive and your interests are not adversely affected, we may accept such commissions for our own benefit and not account for them to you.

Utility Suppliers

We reserve the right to appoint the utility companies supplying the property and these suppliers may pay us commission. You consent to us retaining such commission.

Interest on Client Monies

We retain all interest on Client Monies to cover our bank and administration charges.

Data Protection

We will act as Data Controller in respect of all data that we hold on you, the property and the tenant and we may share this data with our suppliers, our Rugby Lettings Centre Limited trading as Complete Lettings, its professional advisors and any associated companies servicing their relationship with you. In order to comply with Data Protection legislation we have a responsibility to keep your information and that of any tenant or occupier confidential;

We will only use this information if our fees are not paid; if specifically required to do so by law; when changing account details with utility providers and the local authority; if a contractor's invoice or our fees have not been settled by you; if you request any information on products supplied; to provide information to the tenant of the Property; to any third party to enable the administration of the Property; to comply with any request from a government department; to comply with statute; to disclose information to the Property Ombudsman ("the Ombudsman") if required to resolve any complaint or dispute if requested by the Ombudsman; or for auditing purposes under the above Scheme if requested by the Ombudsman;

By submitting your personal information to us you agree that: any information we hold about you can be held on computer and/or paper files; and any information which you give to us may be disclosed to selected third parties or group companies for the purpose of administration as permitted by law. We will not involve a third party, unless the security and confidentiality of your personal information is assured. We and any group of companies, or selected third parties to whom we have passed your information may use the information to contact you by post, fax, email or telephone to bring to your attention additional products or services, which may be of interest to you. However, if you would prefer to be excluded from these services, please write to us at Complete Lettings, 18 Church Street, Rugby CV21 3PU

Legal Jurisdiction and Service of Notice

These terms shall be governed, construed and enforced in accordance with the law of England, Wales, Scotland or Northern Ireland depending on where the local office* is located. Any notices of legal proceedings to be served in respect of this agreement shall be deemed to be sufficiently served if sent by ordinary first class or airmail post, and it is agreed that all proceedings may be served in English without the necessity for translation into any other language. The provisions for the services of notices are that if either party deliver by hand any notices or documents to the other by 5pm, the document will be deemed delivered on the next working day, which excludes Saturdays and Sundays and bank holidays; and if the notices or documents are sent by first class post they will be deemed delivered two working days later which excludes Saturdays, Sundays and bank holidays.

Advertising

We may use your property for editorial features and advertising purposes unless you instruct us otherwise.

Access

During an active tenancy you may only gain access to the property by prior agreement with the tenant, unless in circumstances of a genuine emergency. We will not be responsible for arranging access for other agents acting on your behalf.

Standard and Additional Charges

For the initial term of the tenancy and for any extension including statutory periodic tenancies, tenancies extended through 'tacit relocation' and periods where the tenant continues in occupation on a 'violent profits' or 'mesne profits' basis, you remain liable to pay our charges. We will deduct these from any monies received under these Terms of Business, from rents received under a Tenancy Agreement, monies paid as insurance claim settlements and from any deposit monies paid to you as compensation. Charges will be deducted in advance from rent paid in advance. The charge for a Tenant Find Only service will be due in advance for the whole of the agreed term of the tenancy and no refund will be made under any circumstance.

Limitations of Liability

Our maximum liability under these Terms of Business (whether in respect of the services, damages, breach, indemnity or otherwise, but not in connection with a death or personal injury) shall not in any circumstances exceed the amount of the sums paid by you to us for the provision of the services in the preceding six months. We shall have no liability to you for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by you which are incomplete, inaccurate, illegible or have any other fault. Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation (unless fraudulent) for any loss (whether indirect or direct), including consequential loss, loss of goodwill and all other such loss however caused under this agreement.

Unpaid accounts

Should our fees and commission invoices remain unsettled after 30 days, an interest charge of 4% per annum above HSBC base rate, calculated on a daily basis, will be applied to the outstanding debt.

Declaration

I/We instruct you to commence immediate marketing of the property notwithstanding the provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and understand that costs may be incurred during the 14 day "right to cancel" period which I/We will be liable to pay whether or not we exercise our right to cancel.

<p>I / We agree to be bound by these Terms of Business</p> <p>I / We are resident in the UK for tax purposes Yes / No</p> <p>Landlord (1) name _____ (print)</p> <p>Signature _____</p> <p>If signing on behalf of _____ a company, in what capacity are you signing?</p> <p>Date of signature _____</p> <p>Landlord's address, or if a company the registered office address _____ _____ _____</p>	<p>I / We agree to be bound by these Terms of Business</p> <p>I / We are resident in the UK for tax purposes Yes / No</p> <p>Landlord (2) name _____ (print)</p> <p>Signature _____</p> <p>If signing on behalf of _____ a company, in what capacity are you signing?</p> <p>Date of signature _____</p> <p>Landlord's address, or if a company the registered office address _____ _____ _____</p>
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<p>Agency details</p> <p>Complete Lettings 19 Regent Street, Leamington Spa Warwickshire, CV21 3PU t: 01926 887723 e: brian@complete247.co.uk w: www.complete247.co.uk</p>	<p>Agency proprietor</p> <p>Williams & Yemm Trading as Complete Estate Agents Sales & Lettings Leamington Registered No: 1 0 6 9 3 6 3 5 Registered Office Address Magma House, 16 Davey Court, Castle Mound Way, Rugby CV23 0UZ VAT No: 2 6 7 6 2 1 8 7 9</p>
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Signed on behalf of the agency proprietor _____

Print name _____

Date of signature _____

Consumer Protection The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days of the conclusion of the contract.

To exercise the right to cancel, you must inform us at the address below of your decision to cancel this contract by a clear statement (e.g a letter sent by post, fax or email). You may use the attached Model Cancellation Form but it is not obligatory.

The details of the agency are:

Complete Lettings
19 Denby Buildings
Regent Grove
Leamington Spa
Warwickshire
CV32 4NY

To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. In the case of an electronic or fax communication you may send this up to and including the last day of the 14 day period.

Effects of your cancellation

If you cancel this contract, the agency will reimburse you for all payments the agency received from you. However, any work undertaken during the lead up to the cancellation in connection with your property will remain payable to the agency and/or their approved contractors. For example, an EPC carried out at your instruction, at your property (within the cancellation period) in order for the agency to commence the marketing of your property, will require payment.

If you requested to begin the marketing of your property during the cancellation period, you will be required to pay the agency an amount which is in proportion to what has been performed until the communication of cancellation was sent to the agency. This is in comparison the full coverage of the service requested.

Please note you will not incur any fees as a result of any reimbursement.

I/ We have received the above information.

Signed (Landlord(s))

Print full name of Landlord(s)

Date:

Model Cancellation Form:

To: Haydn Yemm & Brian Williams

Address: Williams & Yemm Trading as Complete Estate Agents Sales & Lettings Leamington

Telephone number: 01926 887723

Email Address: brian@complete247.co.uk

I/We ** hereby give notice that I/ We ** wish to cancel my / our ** contract for the supply of the Letting and Property Management Services provided by the above company initially agreed on,

Date:

Name of the Landlord client(s):

Address of the Landlord client(s):

Signature of the Landlord client(s):(only if this form is notified on paper)

Date:

** Please delete as applicable