

Moving up the property ladder
Looking for a change of lifestyle and living

RESIDENTIAL LETTINGS TERMS OF BUSINESS



LANDLORD FEES SCHEDULE

	Let Only: x1 months rent (inc. VAT)	Rent collection: 12% of rent (inc. VAT) monthly	Fully managed: 14.4% of rent (inc. VAT) monthly
Free market appraisal, agreeing rental price. Provide guidance on compliance, market activity and any refurbishment required.	✓	✓	✓
Professional photographs, floorplan and advertising (local and across property portals)	✓	✓	✓
Carry out accompanied viewings (as appropriate)	✓	✓	✓
Taking up references and credit checks on prospective tenants	✓	✓	✓
Initial Right to Rent Checks	✓	✓	✓
Preparing the tenancy agreement *Fees apply	✓	✓	✓
Signing up the tenant(s), collecting the first months rent and security deposit.	✓	✓	✓
Arranging an Inventory *Fees apply	✓	✓	✓
Deduct any pre-tenancy invoices. Paying into the landlords account by Bac's.	✓	✓	✓
Registering security deposit with an approved Deposit Scheme Free of charge	✓	✓	✓
Advise all relevant utility providers of any changes	✓	✓	✓
On going collection of rent		✓	✓
Chasing late or non payment of rent		✓	✓
Arrange annual landlords Gas Safety Certificate *Fees apply			✓
Visit the property on the tenancy commencement date to test smoke and carbon monoxide alarms		✓	✓
Arranging a Check out of the property at the end of the tenancy *Fees apply		✓	✓
Serving legal notices to regain possession		✓	✓
Undertake two routine visits per annum and provide the landlord with a report of the visit.			✓
Arrange routine repairs and instruct approved contractors (providing quotes)			✓
Free Deposit dilapidation negotiations			✓
Hold keys throughout the tenancy term			✓

ADDITIONAL NON-OPTIONAL FEES AND CHARGES

PRE-TENANCY FEES (ALL SERVICE LEVELS)

Arranging and facilitating statutory compliance, if not provided on instruction or undertaken by the landlord:

- Energy Performance Certificate (EPC) £120 (inc. VAT)
- Gas Safety Certificate (GSC) £90 (inc. VAT) per tenancy
- Gas Safety Certificate (GSC) and Service £..... (inc. VAT)
- Legionella Risk Assessment £..... (inc. VAT) per tenancy
- Installing Smoke alarms and Carbon Monoxide £18 (inc. VAT) per alarm, plus contractor attendance cost.
- Testing Smoke alarms and Carbon Monoxide detectors on the first day of the tenancy £30 (inc. VAT) per tenancy *Included in our Full management service

START OF TENANCY FEES

Set-up Fees: £300 (inc. VAT) per tenancy. Referencing for up to two tenants (ID checks, Right-to-Rent check, financial credit checks, obtaining references from current or previous employers / landlords and any other relevant information to assess affordability) as well as contract negotiation (amending and agreeing terms) and arranging the signing of the tenancy agreement.*One off fee for managed properties

Deposit Registration Fees (where collected):FREE per tenancy. Register landlord and tenant details and protect the security deposit with a Government-authorized Scheme. Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start date.

Inventory Fees: See attached Schedule. Dependant on the number of bedrooms and/or size of the property and any outbuildings.

Landlord Withdrawal Fees (before move-in): £395 (inc. VAT) per tenancy. To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started.

DURING TENANCY FEES

Additional Property Visits: £30 (inc. VAT) per visit. Should the landlord request property visits in addition to those within their existing Terms of Business, this covers the costs of attending the property.

Renewal Fees: £120 (inc. VAT) per tenancy. Contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.*Included in the Full Management service

Landlord agent change fee (during tenancy): £395(inc. VAT) per tenancy. To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent, notifying all utility providers and local authority (where necessary) and returning all relevant documents held by the agent to the landlord. This does not apply to a Tenant-Find service.

END OF TENANCY FEES

Check-out Fees: See attached Schedule. Dependant on the number of bedrooms and/or size of the property and any outbuildings.

Agree with the tenants check out date and time appointment

Instruct inventory clerk to attend

Negotiate with landlord and tenant any disbursement of the security deposit

Return deposit as agreed with landlord and tenant to relevant parties

Remit any disputed amount to scheme for final adjudication

Tenancy Dispute Fee: £90 (inc. VAT) per tenancy.

The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. This only applies where the agent has protected the deposit.*Included in the Full management service

Fees for the service of Legal Notices (Section 8 or Section 21): £30(inc. VAT) per Notice.*Full management included

Court Attendance Fees: £60 (inc. VAT) per hour.

FINANCIAL CHARGES

Submission of Non-Resident Landlords receipts to HMRC

£30 (inc. VAT) quarterly. To remit and balance the financial Return to HMRC on both a quarterly and annual basis.

OTHER FEES AND CHARGES

Vacant Property Management Fees: £30 (inc. VAT) per visit.

To cover the costs associated with visiting the property to undertake visuals checks on the inside and outside at a frequency mutually agreed with the landlord.

INVENTORY AND CHECK OUT FEES

Prices as per inventory company. Charges apply for first inventory, 'remake' costs are reduced thereafter.

	INVENTORY	CHECK OUT
ONE BEDROOM	£120	£108
TWO BEDROOM	£132	£120
THREE BEDROOM	£156	£144
FOUR BEDROOM	£204	£192
FIVE BEDROOM	Quote upon request	

DETAILED TERMS AND CONDITIONS

PRIOR TO LETTING

MARKET PRICE

We shall agree with you a rent to be quoted to potential tenants

THE EU (EUROPEAN ENERGY PERFORMANCE OF BUILDINGS DIRECTIVE (EPBD) DIRECTIVE:

From the 1st October 2008 all properties on the market to let require an Energy Performance Certificate (EPC) by law in England and Wales. As a landlord you will be responsible for purchasing the EPC and you will need to present the EPC to the letting agent so that it is readily available to potential tenants. Once prepared it is valid for lettings for 10 years. Cassidy & Tate can organize this for you through an independent energy assessor.

CONDITION OF PROPERTY

Landlords have a responsibility to ensure that the property is clean and in a good state of repair. We recommend a professional clean at the beginning of any tenancy.

THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

To comply with the Gas Safety (installation and use) Regulations 1998 a valid landlords gas safety certificate must be available (Covers the Inspection of ALL gas appliances) and supplied to Cassidy & Tate at least 5 days before any tenancy commences. Gas appliances must be inspected annually by a 'gas safe' engineer and landlords gas safety certificate issued. Cassidy & Tate must hold a valid Landlord Gas Safety Certificate for all properties throughout the duration of any tenancy. In the event that this is requirement is not met Cassidy & Tate will employ a contractor and the cost will be deducted from the rent automatically. Any delays or financial loss resulting from a lack of valid gas certificate shall be the landlord's responsibility.

SMOKE AND CARBON MONOXIDE REGULATIONS 201

To comply with the Smoke and Carbon monoxide Regulations 2015 landlords are required to install a working smoke alarm on every level of the property and to ensure that there is a CO detector in any high risk room, i.e. those containing a heating appliance (Boiler/Gas fire etc).

ELECTRICAL SAFETY REGULATIONS

To comply with the Landlord and Tenant act (1985) and The Housing Act (2004) Landlords are required by law to ensure that the Electrical Installation and any Portable Electrical Appliances are:

- Safe when the tenancy begins AND
- Maintained in a safe condition throughout the tenancy.

Landlords are responsible for the safety of any fixed wiring and electrical appliances that they provide for the tenants use. Failure to comply with Electrical equipment (safety) regulations (1994) and the consumer protection act (1987) is a criminal offence and can result in severe penalties. To ensure Landlords comply with these regulations Cassidy & Tate advise a fixed wiring inspection by a qualified electrician is carried out and a report is produced.

FURNITURE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATION 1993

With effect from the 1st March 1993 it was made illegal for a professional landlord to let a property that does not meet all the fire resistance requirements. In brief, the regulations require that upholstered furniture (lounge suites, headboards, mattresses, bed bases etc) must have fire resistant filling and the covering material must have passed cigarette resistance test. Since 1997 all properties available to let must comply with regulations. Since 1990 all new upholstered furniture must comply with this regulation and carry a permanent label stating which test the material has been subject to. Non-compliant furniture must be removed or replaced. We recommend smoke detectors to be used (at least one on each property level).

NOTICE TO RIGHT TO CANCEL

There is no cancellation or cooling off period for Landlords. You have the right to cancel at any stage, but if you do wish to terminate the contract, 3 months notice in writing to Cassidy & Tate is required.

LEGIONELLA AND YOUR RESPONSIBILITIES

WHAT IS THE LAW REQUIRED OF LANDLORDS?

Landlords who provide residential accommodation have a legal duty to ensure that the risk of exposure of tenants to legionella is properly assessed and controlled. It is recommended that every 2 years, Landlords of domestic properties appoint a professionally trained and accredited body to carry out a Legionella Risk Assessment survey then implement any recommendations.

WHAT IS LEGIONELLA?

Legionella is a potentially fatal illness, similar to pneumonia which can be caught by inhaling bacteria contained in the tiny droplets of water suspended in the air. Legionella bacteria tends to be generated in purpose-built systems where water is maintained at a temperature high enough to encourage growth; where water is stored and/or re-circulated' or where there are deposits that can support bacteria growth, such as rust, sludge and scale. In domestic residences this would tend to be hot and cold water heating systems including storage tanks.

PERMISSIONS REQUIRED

PROOF OF OWNERSHIP

All legal owners must sign this document to confirm their permission to let the property. Proof of the landlord's identity must be provided in the form of photo driving licence or passport and copy of mortgage statement must be submitted and a copy will be held on file.

MORTGAGES

If the property to be let is subject to a mortgage, permission is obtained from the Building Society/Bank or other lender. Your lender may have specific requirements before it will permit a letting, and therefore it is advisable to approach them with a view to obtaining permission as early as possible, and well before completion of the letting. You should note that the lender will usually have the power to terminate the letting if mortgage payments are not maintained and other requirements complied with.

LEASEHOLD

When any intended letting is permitted by the terms of your lease, any tenancy is for a period expiring prior to the termination of your lease, the written permission of your landlord, if required under the terms of your lease, is obtained for sub-letting.

INCOME TAX

Income from letting UK property is subject to UK income tax, even if the landlord is resident abroad or a company registered overseas, and the law obliges us to inform the Income Tax authorities of our landlord's property rental arrangements. We strongly recommend that individual advice is sought from the Tax Office or a qualified tax accountant.

TAX AND OVERSEAS LANDLORDS

We are legally bound to deduct tax at the prevailing rate from your gross rental income, unless we have an 'approval number' for non-resident landlords from the Inland Revenue. We will continue to deduct tax until the approval number is received. We should receive the 'approval number' before the tenancy start date, as any tax deducted cannot be repaid to you once it has been forwarded to the Inland Revenue. If the property is owned by more than one person, e.g. husband and wife, each individual must apply for an 'approval number'.

CARE OF ADDRESSES

In cases where a Landlord is overseas Cassidy & Tate must be provided with a UK address for the purposes of the tenancy agreement. If as an overseas Landlord you have instructed Cassidy & Tate to manage your property, our address can be used on the tenancy agreement but a UK address should be provided for correspondence purposes. (Please see above (8.5) for more information on "Tax and overseas landlords".

INSURANCE

Your property and contents should be comprehensively insured. You must inform your insurers of your intention to let the property as failure to do so may mean rejection of any future claims. Not all insurance companies are sympathetic towards letting, in such circumstances we can provide information to facilitate this. As of 14th January 2005, under the

Financial Services Authority (FSA) regulation of insurance selling and its administration, it is an offence for letting agents to carry out a 'regulated' activity connected to a relevant insurance product unless they are appropriately authorised and regulated by a principle under the FSA rules. 'Regulated Activities' include the provision of assistance in the administration of policies and handling of claims and thus Cassidy & Tate are unable to assist in the handling of insurance claims and policy administration.

MARKETING

Cassidy & Tate will carry out the following marketing on all services:

- Carry out a FREE market appraisal to advise on current market conditions and rental value.
- Producing high quality, colour property brochures illustrated with professional photography and detailed location maps.
- Advertising and promoting the property using regular high profile colour newspaper adverts.
- Extensive internet coverage including www.cassidyandtate.co.uk, www.rightmove.co.uk, www.primelocation.com and www.zoopla.co.uk
- Presenting your property in prominent window displays.
- Accompanying viewings with a Cassidy & Tate representative.
- Contacting all prospective tenants by email, post and phone.
- Displaying an eye catching 'To Let' board.

ADVERTISING

All costs for advertising will be borne by Cassidy & Tate, including newspaper, mailing, telephone marketing and internet coverage.

KEYS

Three full sets of keys must be supplied to us when we manage the tenancy. We will release any sets we hold, to tenants at the beginning of the tenancy on Introduction and Rent Collection services. *If at any time, duplicate sets of keys are required; these will be charged at cost to the landlord.

TENANCY AGREEMENT

Unless instructed to the contrary, Cassidy & Tate will prepare an Assured Shorthold Tenancy Agreement/Company Agreement.

RENT REMITTANCES

Rent is usually paid to us by standing order. With all fully managed and rent collection tenancies Cassidy & Tate will forward cleared net funds to the landlord, within seven days by electronic banking. The tenant pays the landlord directly on let only tenancies.

UTILITY SERVICES

It is normal for the tenant to take over responsibility for the water, gas, electricity and telephone account during a tenancy, to pay for any fuel used, and to be responsible for the Council Tax (unless a House in Multiple Occupancy); Landlords are responsible to pay: ground rent, service charge etc.

INVENTORIES

We recommend landlords provide an independent professional Inventory/ Schedule of Condition which should be provided to the tenant at the commencement of the letting. We can if required, arrange for this to be prepared using an approved inventory company. The fee for this document is dependent on the size and contents of the property, this will be confirmed at the time and will be deducted from the first instalment of rent received.

INSPECTIONS

Full management service includes periodic inspections. These are visual inspections to identify any obvious maintenance and mis-use of the property by the tenant. Cassidy & Tate will carry out a minimum of two inspections yearly, and additional inspections where necessary will be at Cassidy & Tate's discretion. This is in line with the tenant's right to 'quiet enjoyment'. Rent collection and let only (see 'optional fees' point 5).

ARRANGING WORKS

Where repairs/renewals, replacements, redecoration etc are liable to cost more than £200, we will wherever practical submit to you formal estimates, the exception being in cases of emergency when without your written authority we will spend the minimum necessary in order to contain the emergency. Upon your acceptance of any estimates and providing we are in receipt of funds, we will initiate works.

RENT GUARANTEE

Rent guarantee insurance products are available independently of Cassidy & Tate.

DILAPIDATIONS DEPOSIT

Unless otherwise instructed, the deposit is equivalent to 5 or 6 weeks rent depending on annual rent total. Deposits are held by, and registered with the DPS, which complies with mandatory legislation. The balance or full deposit will be returned to the tenant after agreement has been reached regarding dilapidations which may be occurred, and/or to settle outstanding rent arrears. The Agent is a member of the DPS, which is administered by; Computershare Investor Services PLC. Telephone: 0870 702 0003. Fax: 0870 703 6101. If we the agent is instructed by you, the landlord to hold the deposit we, the agent shall do so under the terms of the DPS. If you, the landlord decide to hold the deposit yourself, we will transfer it to you within 5 days of receiving it. You, the landlord must register it with another Tenancy Deposit Protection Scheme within a further 9 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you/the landlord in the County Court. The court will make an order stating that you, the landlord must pay the deposit back to the tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the landlord to pay compensation to the tenant of an amount equal to three times the deposit. You, the landlord will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the court will not grant you/the landlord a possession order. We, the agent have no liability for any loss suffered if you/the landlord fail to comply.

SCHEDULE OF DILAPIDATIONS

Upon termination of the tenancy and if required, we will arrange for an independent inventory clerk to revisit the property and prepare a check out report. The cost of this is payable by the landlord, providing a professional inventory has been issued. Any damage or dilapidation which may have occurred during the tenancy is recorded on the report, copies of which are sent to both the landlord and the tenant, who agree the amount (if any) to be deducted from the dilapidations deposit. If both parties are unable to agree the file will be submitted to DPS for expert and impartial third party adjudication.

ALTERNATIVE DISPUTE RESOLUTION FOR DEPOSIT DISPUTES

There are no costs for the actual adjudication process. However, for all services in event of either party requesting arbitration you should refer to 'Optional Fees' point 5, as a fee is payable for providing any requested documentation to third parties e.g. solicitor/DPS. As a regulated and bounded agent all our Tenancy Agreements where we will hold deposit during the term of the tenancy, include the following clauses:

7.5 The Deposit has been taken for the following purposes:

7.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.

7.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.

7.5.3 Any damage, or compensation for damage, to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.

7.5.4 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.

7.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.

7.6 Protection of the Deposit:

The Deposit Protection Service (DPS) The Pavilions
Bridgwater Road Bristol
BS13 8AE

Phone: 0330 303 0030

Website: www.depositprotection.com



7.7 At the end of the Tenancy:

- 7.7.1 The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 7.7.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.7.3 The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within ten working days of the Landlord/Agent having complied with the requirements of clause 7.7.1. The Independent Case Examiner ('ICE') may regard failure to comply with the time-limit as a breach of the rules of The DPS and if later asked to resolve any dispute, the ICE may refuse to adjudicate in the matter.
- 7.7.4 In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through The DPS to deal with any dispute about the Deposit at the end of the Tenancy.
- 7.7.5 If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.
- 7.7.6 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.5 above.
- 7.8 If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by The DPS.
- 7.9 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.
- 7.10 Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.
- 7.11 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
- 7.11.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

DURATION OF SERVICES

Unless otherwise agreed in advance, our appointment of service is for the duration of the fixed term tenancy. Any renewal or extension, subject to three months written notice to terminate from either side.

NON PAYMENT OF RENT

Should the tenant cease to pay rent for any reason, Cassidy & Tate will not be responsible for any loss of rent for whatever reason.

VOID PERIODS

Our management service is not offered and does not apply for periods that the property is vacant.

WATER METER

Please note that due to the change of occupier under the Water Industry Act 1991 Affinity Water (formerly Three Valleys Water) can with immediate effect fit a water meter to your rented property. This should be entirely at their cost but cannot be reversed. For more information please call – 0845 7697985.

COUNCIL TAX

A landlord is liable to pay Council Tax on vacant properties. For more information please contact St. Albans District Council 01727 866100.

SALES

Should a sale be agreed with the tenant or with any associated party after the commencement of the tenancy agreement, we will be entitled to our agency sales commission of 1% + vat of the sale price.

Should the landlord sell the rented property as described in the relevant tenancy agreement during a fixed term, he/she will be liable for any unpaid fees to Cassidy & Tate up to the end of the fixed term. If the tenancy is periodic then he/she will be liable for all unpaid fees to Cassidy & Tate for the required notice period of 3 months. This is not applicable if Cassidy & Tate are the selling agent.

THE PROPERTY OMBUDSMAN

Cassidy & Tate are members of The Property Ombudsman (TPO) scheme for Estate Agents and follow their code of practice. A copy of the code of practice and consumer guide is available from www.tpos.co.uk

CLIENT MONEY PROTECTION (CMP)

CMP is an insurance product for letting agents. CMP protects the rental money that a tenant pays their letting agent to pass on to a landlord. Cassidy & Tate have CMP insurance cover through 'propertymark'.

Matching lifestyles to properties
A more relaxed approach



St Albans Office
10 High Street, St Albans, Herts AL3 4EL • 01727 228428
stalbans@cassidyandtate.co.uk

Marshalswick Office
59 The Quadrant, St Albans, Herts AL4 9RD • 01727 832383
marshalswick@cassidyandtate.co.uk

Wheathampstead Office
39 High Street, Wheathampstead, Herts AL4 8BB • 01582 831200
wheathampstead@cassidyandtate.co.uk

Knightsbridge Office
45 Pont Street, London SW1X 0BD • 020 7629 9966
26@theknightsbridgeoffice.co.uk



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