

# TERMS OF BUSINESS

## Lettings

# Belvoir

Property is personal

This agreement forms the agreement between Hilary Davies Ltd T/A Belvoir Swansea (The Agent) and the Landlord specified below. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord.

If there are any parts which you do not fully understand you should seek independent clarification and advice. You will be bound by these Terms of Business as soon as you sign and return them to The Agent.

The letting and/or management of your property cannot proceed until you have returned this document and the accompanying Property Information Questionnaire, along with ID for all Property Owners.

### Between the Landlord:

|  |   |
|--|---|
| First Landlord's Name                            | First Landlord's Address<br><br>Telephone: _____ Email: _____   |
| Second Landlord's Name                           | Second Landlord's Address<br><br>Telephone: _____ Email: _____  |
| If the Landlord is a Company, full company Name: | Company Registered Address:<br><br>Company Registration Number:<br><br>Contact Name/s:<br>Telephone: _____ Email: _____ |

(From now on referred to as "The Landlord")

### And the Agent:

|  |  |
|--|--|
| HILARYDAVIES LTD Trading as Belvoir Swansea        | 101b Newton Road, Mumbles, Swansea, SA3 4BN (Registered & Trading Address) |
| Registered in England & Wales, Registration Number | 07212750   |

(From now on referred to as "The Agent")

### For the Property/Properties (multiple properties can be included here):

|   |
|---|
| Property Address/es (including Postcode): |
|---|



Hilary Davies Ltd trading as Belvoir Swansea is an independent business operated under franchise from Belvoir Property Management (UK) Ltd. Hilary Davies Ltd registered in England & Wales. Registration Number: 07212750. Registered Office: 101b Newton Road, Mumbles, Swansea, SA3 4BN. VAT Number: 103 0541 79

## **1. Definitions:**

In this agreement the following definitions and interpretations apply:

- 1.1 The “Landlord”, “you”, or “your” means the person or persons named on page one of this document as Landlord of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations. If there is more than one person signing as The Landlord, all persons will be jointly and severally liable for the obligations contained in this agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this agreement, both individually and together.
- 1.2 The “Agent”, “we” or “us” means Hilary Davies Ltd (T/A Belvoir Swansea), whose details appear on the page one of this document.
- 1.3 The “Contract-holder” means the parties named on an Occupation Contract as the contract-holder of The Property. Contract-holder would previously have been known as a “Tenant”, and in some cases (i.e. Company Lets) may still be known as a “Tenant”.
- 1.4 The “Property” means any property noted above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc. This includes any subsequent properties owned by the Landlord and listed on a corresponding Property Information Questionnaire.

## **2. The Landlord agrees and confirms:**

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord of the Property.
- 2.3 That the Landlord gives authority to the Agent to act on their behalf and to do anything which the Landlord could do themselves for the level of service requested in this agreement. The Landlord agrees to approve everything done by the Agent in good faith when carrying out their duties, unless the action is negligent or in breach of contract. The other provisions of this agreement shall not limit the right of the Agent to carry out whatever acts are necessary to enable the Landlord to comply with his statutory obligations, to prevent further deterioration of the Property and to limit any damage in an emergency.
- 2.4 That the Landlord will reimburse and compensate the Agent against all costs and expenses, claims, liabilities and losses incurred by or imposed on the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are safe and in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.7 That the Property and contents, including any furniture and/or appliances (if applicable) are adequately insured, and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.9 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with information regarding any responsibilities and limitations within the head lease, that the Agent needs to make the contract-holder aware of, prior to the tenancy being agreed. In the event that such information is not supplied, the Agent cannot be held liable for any issues that arise as a result.
- 2.10 That the Agent or any of the employees of the Agent may sign the occupation contract, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 That the Property will be supplied with a minimum of one working (hard wired and interlinked) smoke alarm per floor and a carbon monoxide alarm in every room with a gas or solid fuel burning appliance, and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord’s expense.

- 2.12 The Landlord will ensure that all payments for utilities and Council Tax are paid in full for any void period and remain the responsibility of the Landlord for such periods.
- 2.13 Within a reasonable time of being notified, to carry out repairs as required by the Renting Homes (Wales) Act 2016, including but not limited to:
- (a) keeping in repair the structure and exterior of the dwelling (including drains, gutters and external pipes),
  - (b) keeping in repair and proper working order the installations in the dwelling for the supply of water, gas, and electricity, and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of those supplies), and
  - (c) keeping in repair and proper working order the installations in the dwelling for space heating and heating water.
- These obligations apply alongside the landlord's duty to ensure the property is fit for human habitation in accordance with the Act and associated regulations.
- 2.14 The Landlord will comply with the Renting Homes (Fitness for Human Habitation) (Wales) Act and Gas Safety (Installation and Use) Regulations, or any subsequent legislation, and provide to the Agent, at least seven days prior to commencement of the tenancy, a copy of the current gas safety record from an authorised gas installer (together with a copy of the installer's current registration), and annually thereafter. If no record is produced by that date, the Landlord agrees to permit the Agent to arrange the gas safety check at the Landlord's expense. The Landlord also agrees to provide written instructions for the use of all gas appliances and if no instructions are available, to allow the Agent to remove the items from the Property and dispose of them at the Landlord's expense. All costs relating to the implementation of this clause shall be borne by the Landlord and deducted from the rent received, if possible, or paid by the Landlord within fourteen days of written demand.
- 2.15 (a) The Landlord will comply with the Renting Homes (Fitness for Human Habitation) (Wales) Act, or any subsequent legislation, and ensure that there is a valid and satisfactory electrical condition report in respect of the dwelling during each period of occupation. An electrical condition report (ECR) is a condition report setting out the results of an electrical safety inspection, and must be renewed every 5 years, or less, if the report states an alternative date. The Landlord also agrees to provide written instructions for the use of all electrical appliances provided with the letting, and if no instructions are available to allow the Agent to remove the items from the Property and dispose of them at the Landlord's expense, if necessary. All costs relating to the implementation of this clause shall be borne by the Landlord and deducted from the rent received, if possible, or paid by the Landlord within fourteen days of written demand.
- (b) The Landlord also agrees to comply with the Electrical Equipment (Safety) Regulations 2016, or any subsequent legislation, ensuring that the Landlord supplies to the contract-holder and Agent the actual instruction manual for any electrical appliances purchased after 8<sup>th</sup> December 2016. In addition, the Landlord confirms that all electrical appliances are labelled correctly by the manufacturer bear a type, batch or serial number or other element allowing its identification to be clear, understandable and intelligible and that all appliances contain information identifying the importer and will be labelled correctly, the electrical equipment must be marked with a single postal address at which the manufacturer can be contacted. The Agent advises the Landlord that this should be carried out by a qualified person and the Landlord takes full responsibility for ensuring that this is the case. The Agent can arrange for any works to be carried out at the Landlords instruction.
- 2.16 The Landlord will further comply with the Renting Homes (Fitness for Human Habitation) (Wales) Act, or any subsequent legislation, and ensure that the dwelling has working and in date hard-wired and interlinked smoke alarms on each floor. The Agent can arrange for any works to be carried out at the Landlords instruction.
- 2.17 The Landlord must ensure that all furniture and furnishings supplied in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) or any subsequent legislation. The Landlord authorises the Agent to remove and dispose of, prior to the commencement of the tenancy, any items which do not comply. All costs associated with compliance under this clause shall be borne by the Landlord and may be deducted from rent received or must be paid within fourteen days of written demand.
- 2.18 To maintain appropriate and adequate insurance for the Property and contents throughout the time it is

let and to notify the insurers of the fact the Property is being let and of any periods when the Property is not occupied. The Landlord is advised that if he does not notify the insurer that the Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if the Property is not furnished, to cover any damage or personal injury claim made by the Contract-holder or a visitor to the Property.

- 2.19 In accordance with Part 1 of the Housing (Wales) Act 2014, the Landlord must register themselves and each rental property with Rent Smart Wales. Where the Landlord manages the property themselves, they must also obtain and hold a valid Rent Smart Wales landlord licence. Both the registration number and, if applicable, the licence number must be provided to the Agent at the time of instruction, and these details may be included in any Occupation Contract prepared by the Agent. The Landlord is responsible for ensuring that their Rent Smart Wales registration and, where relevant, licence remains current and up to date at all times.
- 2.20 To provide at least one set of keys to afford access to the Property, including any garage, for each party who make up the Contract-holder of the Property. If the property is managed by the Agent, then the Landlord will also provide one additional set of keys, to be retained by the Agent for the purposes as stated in the Occupation Contract. If insufficient keys are provided, the Landlord agrees that the Agent may have the required keys made and all costs will be borne by the Landlord. The Agent reserves the right to charge for obtaining or cutting keys if not supplied (see scale of charges).
- 2.21 To provide the Agent with any key cards needed for pay as you go utility meters (if applicable). All key cards will be clear of debt and ready to pass onto ingoing Contract-holder/s. In the event that cards are not supplied then the Agent reserves the right to charge for such cards and or necessary top-ups (see scale of charges).

### **3. The Agent:**

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project, upon terms to be agreed, and subject to prices listed in the Scale Of Charges.
- 3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for managing the Property when it is not let and/or occupied. This includes the management of any maintenance or repairs, any security checks of the Property, or management of any utilities. The Landlord is therefore advised to have provisions in place to ensure the Property is adequately checked, appliances and heating turned off or timed as necessary, during periods in which the Property is not let and/or occupied.
- 3.4 The Agent may delegate to a third party the provision of certain services to the Landlord, such as inventory preparation or referencing of prospective contract-holders, provided this does not adversely prejudice the Landlord. The Agent remains responsible for ensuring that such services are carried out with reasonable care and skill. Where the Agent receives a referral fee, commission, or other benefit from a third party in connection with such services, full details of the arrangement, including the amount or method of calculation, are disclosed within this document in accordance with the National Trading Standards guidance.
- 3.5 Is not responsible for any latent (hidden) defect in the Property.
- 3.6 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.7 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property, unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.8 The Agent will notify the Landlord, as soon as reasonably practicable, of any formal notices received in relation to the Property, including any notice served by a contract-holder under the Renting Homes (Wales) Act 2016.
- 3.9 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested. Prices for hourly rates of such work are in the Scale of Charges.

- 3.10 The Agent will, upon request, arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to cover the cost of such testing.
- 3.11 The Agent does not undertake to be responsible for redirecting the Landlord's mail delivered to the Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of the Property being let, for it to be redirected by Royal Mail. The Agent will also not be responsible for the collection, storage or forwarding of any mail for previous contract-holders or occupiers. Such mail should be 'returned to sender'.
- 3.12 The Agent will, notify the Local Authority for council tax and the utility companies (except telephone providers, TV licencing and broadband providers who will not accept such instructions), of the responsibilities of the Contract-holder to pay for services to the Property as from the date of the commencement of the tenancy. The Agent may, at times use a third party for managing this process. The Landlord agrees to pay any outstanding utility charges up to and including the date upon which the Contract-holder occupies the Property, and for any void period between tenancies. The Landlord is responsible for closing all utility accounts prior to letting the property and ensuring that their forwarding address is supplied.
- 3.13 The Landlord agrees that the Agent, in appraising, letting or subsequently managing the property, is not responsible for inspecting any attic, loft or cellar to which there is no permanent staircase, and these areas will not be included on the Property Inventory if one has been requested. The Landlord is advised that access to such areas is not permitted, and such areas should be locked away. If such areas are not locked away, the Agent will not be responsible for any access by the Contract-holder, and subsequently any changes, damages or missing items that have occurred during the tenancy.
- 3.14 In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended), the Agent will undertake Anti-Money Laundering (AML) checks. For Landlords, we are required to carry out Politically Exposed Persons (PEP) and Sanctions checks before entering into any letting arrangement. A fee is payable by the Landlord for these checks and set out on the Scale of Charges. The fee is non-refundable and must be paid upon instruction. We reserve the right to withhold marketing or any other services until satisfactory completion of the relevant checks. By instructing us, you consent to the processing and verification of your personal data for compliance purposes, which may involve third-party providers.

#### **4. Financial Matters:**

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 Payment of Rental Income will be transferred to the Landlord no later than 5 working days following initial tenancy commencement, and during the tenancy up to 3 working days after receipt from the Contract-holder. The Agent reserves the right to make up to £240 inclusive of vat (£200+vat) deductions for obligatory repairs and maintenance without consulting the Landlord, unless otherwise specified within the Property Information Questionnaire.
- 4.4 The Agent is not responsible for bank charges incurred by the Landlord for insufficient funds held in their rental account. Landlords are advised to ensure that there are enough funds available at all times, to cover outgoings.
- 4.5 The Agent will pay for repairs out of rent money held and, where the monies held are insufficient to cover the cost of a repair, the Landlord will pay the Agent any shortfall within 14 days upon demand.
- 4.6 The Agent may negotiate the level of rent to be charged, in consultation with the Landlord and may review the rent from time to time, upon the request of the Landlord, as the occupation contract, law and rental market permits.
- 4.7 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf, and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to contract-holders earned while acting on the Landlord's

behalf in accordance with the Scale of Charges below. Further details of such income received by the Agent can be provided to the Landlord on request.

- 4.8 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs. The Agent will not be responsible for preparing or submitting a tax return for The Landlord or dealing with any taxation or accounting matters.
- 4.9 The Landlord will have free access to an online Landlord Portal through which they can view and download documentation relevant to the property. Should the Landlord require the Agent to supply duplicate copies of documents (including rental statements or annual statements) in paper or electronic form, the Landlord agrees to pay the additional cost as set out in the Agent's Scale of Charges.
- 4.10 Where the Contract-holder is in receipt of benefits, the Landlord will pay (refund to the Agent) and indemnify (not hold the Agent liable) the Agent for any requirement to refund benefits.
- 4.11 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.12 The Landlord will pay, reimburse (refund to the Agent) and indemnify (not hold the Agent liable) the Agent for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.13 If a holding deposit, as permitted by the Renting Homes (Fees etc.) (Wales) Act 2019, is held by the agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and, if there is any surplus, this will be applied to lost rent.
- 4.14 Where the security deposit is paid to the Agent and the Landlord is using the Fully Managed service, it will be processed in accordance with the requirements of the Housing Act 2004 and Deposit Protection Regulations.
- 4.14.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
- 4.14.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Contract-holder has vacated and the move out inspection is concluded.
- 4.14.3 Deposit monies shall be paid out upon agreement between the Landlord and the Contract-holder, the decision of an adjudicator or an order of the court.
- 4.14.4 The Agent will try and assist in resolving any dispute. Additional charges will apply for the Agent to manage any formal ADR dispute. Please see Scale of Charges.
- 4.14.5 During any dispute, the liability to pay for any Property related invoices (e.g. cleaning, repairs etc.) will remain with the Landlord, and will be payable within 14 days upon demand. Any deposit award made to the Landlord post-adjudication will be paid over once it has been received by the Agent.
- 4.14.6 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
- 4.14.7 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
- 4.14.8 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.
- 4.14.9 The deposit will first be used to pay outstanding rent and then any other damages.
- 4.15 Where the Deposit is to be managed by the Landlord on a Let Only Service, the Agent agrees to transfer the funds to the Landlord within 5 working days of receiving it. The Landlord agrees and understands that it is their responsibility to inform the Agent ahead of accepting a tenancy which Deposit Scheme they intend to register the deposit with, and then ensure that the funds are registered appropriately within said scheme within 9 days of receiving it. The Landlord understands that should they fail to do so, then the Contract-holder can take legal action against the Landlord who may, as a result face a compensation payment to the Contract-holder of an amount equal to three times the value of the deposit.

## **5. Notices:**

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address, or via email to [swansea@belvoir.co.uk](mailto:swansea@belvoir.co.uk). If the Landlord

wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found at the end of Appendix B below.

- 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses, within 14 days upon demand. Refer to the Scale of Charges.
  - 5.1.2 If a ready, willing and able Contract-holder has been found, those costs and expenses could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check. Refer to the Scale of Charges.
  - 5.1.3 If a ready, willing and able Contract-holder has been found, and all references have been completed, those costs may also extend to reimbursement to the Contract-holder for any costs they have incurred (such as home removals).
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Full Management only), the Landlord may do so by writing to the Agent giving a minimum of two months' notice to allow for the orderly handover of the Property.
- 5.2.1 In the event of cancellation during a fixed term tenancy, the Landlord is required to pay the Agent all management fees that would have been due for the remaining duration of the fixed term, or six months, whichever is less.
  - 5.2.2 The Agent will notify the Landlord and the Contract-holder of transfer of the damage deposit.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent. In the event that the Agent wishes to end this agreement due to the Landlord's non compliance with any statutory or repair obligations, the Agent may do so immediately.
- 5.4 Notice can be posted first class, recorded delivery, emailed to [swansea@belvoir.co.uk](mailto:swansea@belvoir.co.uk) (to include a read receipt) or hand delivered to the Agent's office for notices to the Agent, or the last known address or email address (to include a read receipt) of the Landlord for notices to the Landlord.

## **6. Various:**

- 6.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.
- 6.4 This agreement will continue until ended in accordance with Clause 5.
- 6.5 If the business of the Agent is transferred to another entity or body, then this agreement with the Landlord can be assigned to that new entity or body, and both the Landlord and the new owner of the business will have the same rights and responsibilities as under this agreement.
- 6.6 The Landlord agrees that they know of no ongoing or outstanding disputes with neighbouring properties, and understands that any such disputes that remain outstanding, or that come to light in future are not managed by the Agent. If a dispute is caused by Contract-holder breaching their occupation contract, the Agent in this case will bring the breach to the attention of the Contract-holder.
- 6.7 The Landlord agrees that the Agent is not responsible for managing any unresolved issues relating to the Property or to previous tenancies prior to the date of signing this agreement.

## **7. Data Protection:**

- 7.1 The Agent is a franchisee of Belvoir Property Management (UK) Ltd. As such, Belvoir Property Management (UK) Ltd is a data controller and a data processor.
- 7.2 The Agent is a data controller and a data processor in their own right and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 7.3 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent. A copy of the Privacy Policy is available to view [here](#).
- 7.4 The Landlord will also be a controller in respect of Contract-holder, and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.

## **8. Redress & Client Money Protection:**

8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman and you can seek redress by writing to the scheme at:

Address: The Property Ombudsman Ltd, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

Telephone no: 01722 333306

Website: [www.tpos.co.uk](http://www.tpos.co.uk)

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

8.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our Complaints Procedure, a copy of which is available upon request, or can be found [here](#).

8.3 Letting Agents are required to have Client Money Protection. Please refer to our website for details of our provider. A copy of our Client Money Protection Certificate is available upon request, on display in our offices, or on our website.

## **9. Landlords who Reside Outside of the UK:**

9.1 If residing outside the UK for 6 or more months of a tax year, and the Landlord wishes to apply for tax exemption, each individual making up the Landlord will need to complete the relevant NRL1 form via HM Revenue and Customs, and provide the Agent's approval number 904/NA048542. Once completed, an approval number will be sent to the Agent by HM Revenue and Customs for each individual making up the Landlord, thereby allowing the Agent to release rental monies to the Landlord without the obligation to retain tax reserve monies. Note that if a property is jointly owned, all owners must apply for exemption if all owners will not be in the UK.

9.2 If an approval number is not received and the Landlord resides outside the UK, the law requires and the Landlord agrees that the Agent shall retain from rents a tax reserve equivalent to the basic rate of income tax on the rental income. This will be held in a client account and money due to HM Revenue and Customs will be paid on a quarterly basis. Upon request, the Agent will complete and provide to the Landlord an NRL6 certificate at the end of the financial year.

9.3 After termination of this Agreement, the Agent shall hold the tax reserve until they receive written confirmation by HM Revenue and Customs that there is no further tax liability on the Agent.

9.4 If the Landlord fails to register correctly with HMRC, HMRC is legally entitled to demand money from the Agent for any sum they consider unpaid. In this situation the Landlord agrees to promptly indemnify the Agent for any claim made relating to the Landlord's property.

## **OUR SERVICE OPTIONS**

### **10. Our Let Only Service**

- ◆ The Agent will visit the Property to view it and provide an indication of the likely rent achievable.
- ◆ The Agent will market the Property to best attract a suitable Contract-holder. Please notify the Agent in writing if there is a previous agreement with the lessor or other interested party not to erect a To-Let board.
- ◆ The Agent will arrange for the legally required checking and paperwork for the Property. This may include the initial requirement, but not ongoing requirement for, a gas safety record, an energy performance certificate, electrical condition report, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the agent on instruction and no later than 7 days prior to the check-in of the Contract-holder.

- ◆ The Agent will arrange viewings with prospective contract-holders either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective Contract-holder is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
- ◆ The Agent will then take references appropriate to the circumstances of the prospective contract-holder. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- ◆ The Agent agrees under the Immigration (Hotel Records) Order 1972 to be the person responsible for complying with the requirements, as appropriate, before the initial move in. For Let Only landlords the Landlord will be responsible for any further work needed under the Immigration (Hotel Records) Order 1972.
- ◆ On receipt of satisfactory references, the Agent will set up the necessary paperwork to let the property on an appropriate tenancy, contract or licence.
- ◆ The Agent will, if requested by the Landlord, arrange for the initial production and subsequent agreement of an inventory and schedule of condition, and legionella risk assessment of the property prior to the move in. The Agent may use a third party to complete this, and the cost will be borne by the Landlord, payable from the first month's rent, or within 14 days upon demand.
- ◆ The Agent will sign up the Contract-holder and collect any money due, giving the Contract-holder copies of appropriate paperwork, and a set of keys for the Property.
- ◆ The Agent will then send the Landlord the funds of the first month's rent and security deposit, within 5 working days, less expenses. If the funds held are insufficient to cover the expenses, the Landlord agrees to pay the Agent the excess costs within 14 days on demand.
- ◆ The Agent will send copies of the relevant paperwork to the Landlord.
- ◆ The Landlord will be responsible for administering the Damage/Security Deposit with their chosen deposit protection scheme.

## **11. Our Fully Managed Service:**

In addition to the Let Only Service items:

- ◆ The Agent will administer the Damage/Security Deposit with the Agent's chosen deposit protection scheme.
- ◆ The Agent will arrange for the legally required checking and paperwork for the Property throughout the contract. This may include the initial and ongoing requirement for a gas safety record, an energy performance certificate, electrical condition report, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the agent on instruction and no later than the check-in of the tenant.
- ◆ The Agent will, as standard, arrange for the initial production and subsequent agreement of an inventory and schedule of condition, and legionella risk assessment of the property prior to the move in. The cost of this will be borne by the Landlord, and payable from the first month's rent, or within 14 days upon demand.
- ◆ The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit of £200 plus vat (£240), unless specified otherwise within the Property Owners form. The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- ◆ The Agent will endeavour to carry out an initial visit to the Property within 12 weeks of the contract start date and approximately every 6 months thereafter, in line with Rent Smart Wales guidance. Each visit is a general walk-through inspection designed to:
  - identify any clearly visible repairs or maintenance issues,
  - obtain feedback from the Contract-holder on any matters that have come to their attention, and
  - assess the general care and condition of the Property by the Contract-holder.

These visits are not a structural survey, nor do they constitute a check against the inventory or statement of condition. The Agent does not accept responsibility for any discrepancies between the visit report and the actual condition of the Property. If, in the Agent's opinion, the Contract-holder is not taking proper care of the Property, the Agent will notify the Contract-holder in writing, copy the Landlord, and arrange an additional visit

if appropriate. Where a visit cannot be carried out, or access is denied, the Agent will make reasonable efforts to reschedule or, where necessary, complete the report by alternative means (such as an Occupier Self-Assessment).

- ◆ The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received, but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise, upon request. The Agent will not be liable for any legal or other costs incurred in any action against current or previous contract-holders undertaken on the Landlord's instructions.
- ◆ Unless otherwise agreed, if a deposit has been collected and requires protection under the Housing Act 2004 rules, the Agent will protect the deposit and negotiate the return of the deposit at the end of the tenancy. If a dispute is raised, then the Agent will assist the Landlord in the deposit dispute process, as per the clauses outlined in 4.14.
- ◆ The Agent will endeavor to ensure the Landlord's compliance with statutory and contractual obligations, by arranging, without reference to the Landlord, to carry out the following;
  - Minor repairs which cost less than the limit agreed in the Property Information Questionnaire;
  - Emergency repairs, which are repairs or defects of such a nature that they carry a risk of further damage to the Property, damage to adjoining property, personal injury or are a breach of the Landlord's statutory repairing obligations if left unattended. The Agent cannot adhere to the Landlord's written instructions for emergencies managed out of hours, and such events are handled in line with the company procedure;
  - Other works to the Property in circumstances where because of lack of time or unusual circumstances it is not reasonably practical to obtain prior instructions from the Landlord. In these situations, if the Landlord is not easily contactable and prior instructions cannot be obtained it will be at the discretion of the Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged.
- ◆ The Agent will make reasonable efforts to agree a convenient appointment time with the Contract-holder for contractors attending the Property on the Landlord's behalf. Where this is not possible, the contractor may be permitted to collect keys from the Agent's office in order to carry out the required works. The Agent does not routinely attend the Property to meet contractors. If such attendance is specifically requested and agreed, the Agent's time will be charged at the Hourly Rate set out in the Scale of Charges.
- ◆ If the Landlord requires the Agent to serve notice to end an Occupation Contract under Section 173 of the Renting Homes (Wales) Act 2016 (a "no-fault" notice), the request must be made in writing at the earliest opportunity, allowing up to 14 days for the Agent to prepare and serve the notice. Any notice served will be subject to the statutory requirements and timescales set out in the Renting Homes (Wales) Act 2016. The Landlord should contact the Agent as early as possible to confirm when possession may lawfully be sought. The Agent accepts no responsibility for any delay in regaining possession where the Landlord has not provided sufficient written instructions. Where a Contract-holder fails to comply with a notice, the Landlord will need to commence court proceedings to obtain a possession order and pay any associated costs.
- ◆ The Agent will endeavour to collect rent from the Contract-holder throughout the Occupation Contract. The Agent cannot be held liable for any failure by the Contract-holder to pay rent in full or on time. As part of the service, the Agent will take reasonable steps to pursue arrears and, where necessary, serve the appropriate statutory notices on the Contract-holder. If rent remains unpaid and legal proceedings or possession action are required, the Landlord will be responsible for instructing a solicitor and for meeting all related legal and court costs. Where the Agent's time is required in connection with such proceedings, charges will apply as set out in the Scale of Charges. The Agent strongly recommends that Fully Managed Landlords opt into the Rent Guarantee Service (see Property Information Questionnaire) to protect rental income and reduce the risk of additional costs.
- ◆ At vacation of the Property, the Agent will liaise with the Contract-holder to agree and effect the arrangements for hand back of the Property, advising the Landlord accordingly.
- ◆ The Agent will arrange a check-out report once the keys have been returned, compare this with the ingoing inventory, and discuss the condition of the Property with the Landlord. The cost of the check-out report will be borne by the Landlord. If the Property is to be re-let, the Agent will arrange, in accordance with this Agreement, any works identified in the check-out report that, in the Agent's opinion, are required to remedy damage or cleaning attributable to the outgoing Contract-holder and to return the Property to a suitable condition for

letting. The cost of such works will initially be payable by the Landlord, but may be recoverable from the Contract-holder and reimbursed once agreed and funds are secured from the Contract-holder or their deposit. The Agent is not responsible for the management, security, or upkeep of the Property during any vacant period. The Agent will not undertake, or arrange at the Landlord's expense, any general maintenance, decoration, renewal, or improvement works unless specifically instructed by the Landlord and agreed by the Agent. Such works will be chargeable in accordance with the Scale of Charges.

- ◆ If the Contract-holder breaches any term of the Occupation Contract, the Agent will take all reasonable steps to enforce compliance on behalf of the Landlord. Where the tenancy is covered by legal protection or rent guarantee insurance, the Agent will take reasonable action in accordance with the provisions of that policy. If legal proceedings are required and no such cover applies, the Landlord will be responsible for instructing a solicitor directly. The Landlord will bear all solicitor's fees, expenses, and related charges. The Agent is not obliged to pursue enforcement action beyond serving the appropriate statutory notices unless specifically instructed by the Landlord and agreed by the Agent, in which case the Agent's time will be chargeable in accordance with the Scale of Charges.

## **12. Relevant to all levels of service:**

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property. Furthermore, the Landlord will, in particular, inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify the Agent (not hold the Agent liable) for all costs incurred or as may be awarded by a court in connection with the management of the Property, including the cost of complying with any existing or future legislation affecting the letting of the Property, and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- ◆ If the Agent feels it will provide better service, the Agent can arrange to instruct other agents to assist in the marketing of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

| Service Options – What’s included?  | Let Only | Fully Managed |
|---|----------|---------------|
| Comprehensive market appraisal  | ✓        | ✓             |
| Marketing & advertising (Zoopla, On The Market, Belvoir website, social media)  | ✓        | ✓             |
| 24/7 online enquiries, live chat, accompanied viewings, weekly feedback   | ✓        | ✓             |
| Applicant referencing & credit checks   | ✓        | ✓             |
| Legal & administrative work for preparing and setting up the Occupation Contract  | ✓        | ✓             |
| Guidance to ensure the Property meets rental legal requirements   | ✓        | ✓             |
| Move-in management: keys, property info, deposit scheme details, safety certificates, statutory guides, legal documents     | ✓        | ✓             |
| Independent photographic inventory & legionella risk assessment ( <i>report costs not included – see Scale of Charges</i> ) | ✓        | ✓             |
| Collection of first month’s rent & deposit  | ✓        | ✓             |
| Payment of funds to your account (within 5 working days of contract start)  | ✓        | ✓             |
| Electronic copies of all relevant paperwork (contracts, statements, invoices, certificates)                                 | ✓        | ✓             |
| Utility notifications (gas, electricity, water, council tax)  | X        | ✓             |
| Deposit management – full administration & protection via Agent’s chosen scheme   | X        | ✓             |
| Ongoing rent collection & monthly statements (funds transferred within 3 working days of receipt)                           | X        | ✓             |
| Access to Landlord Portal (view contract/property info, marketing, documents)   | X        | ✓             |
| Income & expense reports for tax return ( <i>fee applies – see Scale of Charges</i> )                                       | X        | ✓             |
| 24/7 maintenance reporting & troubleshooting for Contract-holders   | X        | ✓             |
| Routine property visits: at 12 weeks, then every 6 months (written & photographic reports)                                  | X        | ✓             |
| Managing all Contract-holder queries  | X        | ✓             |
| Rent reviews (on request, subject to law) ( <i>notice service charged separately – see Scale of Charges</i> )               | X        | ✓             |
| Coordinating renewals & new referencing ( <i>renewal contract fee applies – see Scale of Charges</i> )                      | X        | ✓             |
| Administration of ongoing legal & safety checks   | X        | ✓             |
| Receipt & management of Contract-holder’s notice to vacate  | X        | ✓             |
| Check-out management & key return   | X        | ✓             |
| Check-out report & deposit claim handling ( <i>report cost not included; ADR management not included</i> )                  | X        | ✓             |
| Final utility meter readings (where possible) & notifications to providers  | X        | ✓             |

**\*Additional services are available for a fee in respect of all levels of service**

### **13. Scale of Charges**

VAT is payable at the prevailing rate on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes the price charged will change accordingly. An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

#### **Main Service Options:**

**Let Only:** £474 including VAT / £395+VAT

OR **60%** including VAT of the first month's rent / 50% + VAT of the first month's rent (whichever is greater)\* payable for each letting where the tenant is introduced through the Agent

**Full Management:** £474 including VAT / £395+VAT

OR **60%** including VAT of the first month's rent / 50% + VAT of the first month's rent (whichever is greater)\* initial set up cost, payable for each letting where the tenant is introduced through the Agent

PLUS **16.8%** including VAT / 14% + VAT of the monthly rent received\*\*, deducted by the Agent

\*For example, if the monthly rental was £800.00, you will pay a fee of £480.00 including VAT. If the agreed rental is higher or lower than the example price, your tenant find fee will be correspondingly higher or lower)

\*\* For example, if the monthly rental was £800.00, you will pay a fee of £134.40 including VAT per month. If the agreed rental is higher or lower than the example price, your commission fee will be correspondingly higher or lower)

**Please note there is a minimum fee for monthly management of £77.00 plus VAT (£92.40 including VAT)**

The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our marketing, promotion, introduction, or viewing by the Agent.

If overseas Landlord approval is not obtained, an extra 1% including VAT will be charged on the above commissions to cover the cost of the extra work involved.

Where the fee is to be a percentage of the rent, we will confirm to you the proposed level of monthly rent and our fee (inclusive of VAT) in writing.

**\*All prices and fees are subject to change after one months' written notice**

| <b>Additional Services Across Both Services</b>  | <b>Charge (£)*</b>   |
|--|--|
| Identity and Sanctions (electronic AML style) Checks – mandatory for all Landlords   | £30.00 including VAT<br>(£25.00 + VAT)   |
| Withdrawal Fee (after referencing has taken place)   | Same Cost as initial Letting Fee (see above)   |
| Withdrawal Fee (after marketing has taken place but before a contract-holder has been found), if within the first 12 weeks of marketing        | £300 including VAT<br>(£250.00 + VAT)  |
| Insurance Claim Handling Fee   | 18% including VAT (15% + VAT) of the total value of the claim                              |
| Professional Hourly Rate for services outside of the agreement (to include service of legal notices and other miscellaneous services)          | £162.00 including VAT<br>(£135.00 + VAT)   |
| Renewal Occupation Contract – completed upon request (including optional referencing of the contract-holder and a rent review at the property) | £300.00 including VAT<br>(£250.00 + VAT)   |
| Rent Review – completed upon request (including service of the relevant legal notice to implement any increase)                                | £120.00 including VAT<br>(£100.00 + VAT)   |
| Void Property Management Fee   | Hourly Rate  |
| Annual ADR Waiver (for preparation of evidence in the event of ADR and/or a Statutory Declaration in relation to deposit claims)               | £48.00 including VAT<br>(£40.00 + VAT)   |
| Relet Fee  | Same Cost as initial Letting Fee (see above)   |
| Mid Contract Management Take On  | Same Cost as initial Letting Fee (see above)   |
| Prepayment Utility Card Management   | £54.00 including VAT<br>(£45.00 + VAT) plus any debt on the card that needs to be cleared. |
| Key Cutting  | £54.00 including VAT<br>(£45.00 + VAT) plus the cost of the keys                           |
| Mid Term Occupation Contract Changes (where a Written Variation must be served)  | £162.00 including VAT<br>(£135.00 + VAT)   |
| Additional Referencing Charges – two included as standard (e.g. if the tenancy requires a guarantor, or a third contract-holder is accepted)   | £90.00 including VAT<br>(£75.00 + VAT)   |

## **14. Referral Fee Disclosure**

We may receive commissions, referral fees, gratuities, or other benefits from third-party providers including (but not limited to):

- Insurance companies
- Referencing companies
- EPC, Inventory, and Legionella Risk Assessment providers
- Mortgage companies
- Financial services providers
- Conveyancing/survey providers
- Home move service providers
- Contractors – Belvoir Swansea may receive up to 10% from contractors for organising works on your behalf

You are under no obligation to use any of these recommended providers. If you choose to do so, we will usually receive a referral fee from the provider. This fee is separate from, and in addition to, the fees and commission you pay directly to us.

Full details of referral fees (including the amount or method of calculation) are available on request.

Please tick to confirm your consent

## **15. Contract-holder Permitted Payments (for Landlord information)**

**Payments permitted under the Renting Homes (Fees Etc.) (Wales) Act 2019 by contract-holders under a Standard Occupation Contract. Additional information on Contract-holder charges can be found on our [website](#).**

**Rent** - Payable monthly in advance (unless agreed otherwise).

**Default fee for late payment of rent** - The prescribed limit in the case of a failure by a contract-holder to make a payment of rent to a landlord by the due date is to be determined as follows:

a) In the case of a failure to make a payment of rent before the end of the period of seven days beginning with the due date, the prescribed limit is zero.

b) In the case of a failure to make a payment of rent after the end of the period of seven days beginning with the due date, the prescribed limit is the aggregate of the amounts found by applying, in relation to each day after the due date for which the rent remains unpaid, an annual percentage rate of three percent above the Bank of England base rate to the amount of rent remains unpaid at the end of that day.

**Deposit** - Payable before the start of the Tenancy and held under a Government approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled.

**Holding Deposit** - Equivalent to one week's rent (as statutorily prescribed). This will be withheld if any relevant person (including any guarantor(s)) withdraws from the Tenancy, provides materially significant false or misleading information, or fails to sign their Tenancy ~ (and/or guarantor agreement) within the Deadline for Agreement where one has been mutually agreed in writing, or 15 calendar days if there is no Deadline for Agreement.

**Default payments** - If the contract-holder breaches any of the requirements of the agreement, they may be liable to pay the Landlord for any losses incurred as a result of: a failure by the contract-holder to make a payment by the due date to the Landlord or, a breach by the contract-holder of a term of the contract, both subject to any statutorily prescribed limit. The losses the Landlord may claim may include, damages, costs, charges, and expenses incurred as a result of the breach, that the Landlord was unable to mitigate, to put the Landlord back in the same position as if the contract-holder had not breached the agreement.

**Council Tax** - Payable to the billing authority, if the contract-holder is liable.

**Utilities** - Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the Property, and if required in the Tenancy. This may be payable to the Landlord or to the utility provider.

**Television licence** - Payable if the contract-holder is contractually required to make a payment to the British Broadcasting Corporation.

**Communication services** - Payable to a provider of internet, cable or satellite television, telephone services, other than mobile, if the payment is contractually required.

**Loss of keys or other security device** - The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced.

**Missed appointments** - Losses, as evidenced by invoice or receipt, suffered by the Landlord if the contract-holder fails to attend appointments agreed by the contract-holder and arranged by the Agent or Landlord for contractors or others to attend or to carry out work at the Property.

**Damage to the Property** - The contract-holder will be liable for any losses, as evidenced by invoice or receipt, from damage to the Property caused by the activity, or failure to act, by the contract-holder, and other occupiers, or their guests.

**Replacement Statement** - Where the contract-holder requests a replacement written statement the legislation allows for this to be charged for. A charge cannot be made for the original statement, only where a duplicate is requested.

**Emergency/out of hours call-out fees** - Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the contract-holder arranging an emergency, out of hours contractor call-out where the work was not an emergency or the works were required as a result of the contract-holder's actions.

## 16. Agreement to Proceed

If you wish to proceed, please confirm your instructions by selecting the service you require and signing below. Please ensure that all relevant sections within this document are signed by all relevant parties and all property owners.

The Landlord agrees and accepts these Terms of Business and instructs the Agent to undertake the service as detailed below.

Let Only

Fully Managed

The Landlord confirms that there are no major repairs, construction or maintenance work known to be due to be carried out to the Property, any adjoining premises, or the building of which the Property forms part except as noted below.

This agreement made the ..... day of ..... 20.....

### **Please provide your Rent Smart Wales details:**

Registration Number (All landlords).....

Licence Number (Let Only).....

### **Signatures agreeing the appointment of Belvoir as the Landlord's Agent:**

Landlord 1 Name:.....

Landlord 1 Signature:.....

Landlord 2 Name:.....

Landlord 2 Signature:.....

(If not being signed electronically) Signed In the presence of:

Witness's Signature:.....

Witness's Name and address:.....

Signature for Agent\*:.....

Name of Signatory:.....

Position:.....

(\*For and on behalf of Hilary Davies Ltd, Trading as Belvoir Swansea)

**May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel. (Please initial or tick box to indicate agreement.)**

## **APPENDIX A - SCHEDULE 1 and 2 information**

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Sections 10 - 12 of this agreement.

(b) The trading name of the company is HILARYDAVIES LTD Trading As Belvoir Swansea

(c) The company can be contacted at:

Registered Address & Trading Address: 101b Newton Road, Mumbles, Swansea, SA3 4BN

Telephone number: 01792 461929

Email address: swansea@belvoir.co.uk

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached "Scale of Charges"

(k) Our Complaints Procedure can be obtained upon request or can be seen on the company website

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(r) We are member of Rent Smart Wales, The Property Ombudsman, Propertymark, Information Commissioners Office, The Deposit Protection Service (until Dec 2025), The Tenancy Deposit Scheme (Dec 2025-present) and the relevant membership information can be found here:

Rent Smart Wales - #LR-75011-38152

The Property Ombudsman – L681

ICO – Z24699705

DPS – 1393334

TDS - EW164357

Propertymark ARLA/NAEA – M00006443

Propertymark Client Money Protection – CO137936

(s) The conditions for terminating this contract can be found in Section 5 of the main agreement.

## **APPENDIX B - Right to Cancel**

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

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

To exercise the right to cancel, you must inform us at Belvoir Swansea, 101b Newton Road, Mumbles, Swansea, SA3 4BN; Email [swansea@belvoir.co.uk](mailto:swansea@belvoir.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

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.

### **Effects of cancellation**

If a reimbursement is due, we will make the reimbursement, if applicable, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement, if applicable, using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contact, in comparison with the full coverage of the contract.

### **Cancellation Form**

To: Belvoir Swansea, 101b Newton Road, Mumbles, Swansea, SA3 4BN

I/We [\*] hereby give notice that I/We [\*] cancel my/our[\*] agreement for the supply of the Fully Managed Service / Tenant Find Only Service [\*]

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumers(s) (only if this form is notified on paper),

Date:

[\*] Delete as appropriate.

## ADDENDUM

This addendum forms part of the Terms of Business between the Agent and the Landlord. Where any term of this addendum conflicts with another term of the Terms of Business, the terms of this addendum will prevail.

### **Rent Guarantee Service**

Rent Guarantee service is available if opting for our Fully Managed service only. The Agent will provide cover in relation to the Property on an annual basis for rent arrears and eviction costs as long as the terms and conditions attached at the Acknowledgement of Interest Appendix are complied with.

The Agent can cancel the policy at any time, including but not limited to where the Agent's management of the Property ends or the Landlord wishes to let the Property to a tenant or contract-holder who doesn't qualify for Rent Guarantee. No part of the fee will be refunded to the Landlord for cancellation or termination of the Rent Guarantee where the Landlord has breached any term or let the Property to a tenant or contract-holder who doesn't qualify for Rent Guarantee or any other act or omission by the Landlord and the Landlord will not hold the Agent liable, and will indemnify the Agent (compensate the Agent for any losses to the Agent), for any penalties or losses the Agent suffers as a result.

**The cost of this protection is as follows (\*a 5% discount is applied if you choose to pay annually):**

***For rents up to and including £800pcm:***

**£25 per month** (£20.83 plus VAT)

**Or £285\* annually** (£237.50 plus VAT)

***For rents from and including £801pcm up to and including £1200pcm:***

**£40 per month** (£33.33 plus VAT)

**Or £456\* annually** (£380 plus VAT)

***For rents from and including £1201pcm up to and including £1800pcm:***

**£50 per month** (£45.83 plus VAT)

**Or £570\* annually** (£475 plus VAT)

***For rents from and including £1801 and upwards:***

**3% plus VAT of the annual rent** (with options to spread across monthly payments accordingly – please speak to a member of the team)

The details of the protection are as follows:

Safeguard Your Rental Income and Protect Your Property

- Should your contract-holder fall into arrears or breach their occupation contract, you will be paid the rent due, subject to the protection limits detailed below and the terms of the service, and your contract-holders will be evicted for you at no additional cost to you.

Rent Guarantee provides the following benefits for any valid claims:

- Monthly rent is paid up to a maximum value equivalent to 15 months' rent or up to Vacant Possession, whichever is first
- 75% of the rent is covered for up to 3 months after Vacant Possession. This cover ceases once the property is re-let
- Professional costs up to £100,000 to cover eviction costs if the contract holder is in breach of their occupation contract or following an expired notice seeking possession
- No deductions, 100% of your rent is paid (apart from normal agent fees and maintenance costs)
- Professional assistance to recover possession of the property
- Professional court attendance on your behalf
- No excess to claim\*

\*Conditions apply

## **Business Safeguards**

Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme:

The Property Ombudsman

Telephone no: 01722 333306 Website: [www.tpos.co.uk](http://www.tpos.co.uk) Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

Before a complaint can be escalated to the redress scheme, clients are initially required to go through our Complaints Procedure, a copy of which is available upon request.

Letting agents are required to have Client Money Protection. We hold Client Money Protection with Propertymark. Their website can be found [here](#).

A copy of our Client Money Protection Certificate is available upon request and is on our website. A requirement of the Client Money Protection provider is to hold and maintain professional indemnity insurance. Details of our insurance are displayed in our office and are available upon request.

### **ACKNOWLEDGEMENT OF INTEREST THIS ACKNOWLEDGES THAT:**

The landlord has an "interest in" the letting agents Rent Guarantee policy, in relation to the property known as: **(Address will show here)**

Which runs for 12 months commencing **(Start date will show here)**  
and covers a monthly rental amount of **(Rent amount will show here).**

The letting agents policy allows them to make a claim for specific events, as set out in, and subject to, the terms and conditions of the policy.

### **What does it mean to have an "Interest In" the Rental Guarantee policy?**

Your letting agent has taken out a policy with Let Alliance, which provides cover in certain circumstances, such as the tenant's failure to pay the rent. The policy holder is your letting agent and you have not purchased an insurance policy with us.

You have an "interest in" this policy. This means that your agreement is with the letting agent for their management services, but you may indirectly benefit from the letting agent's policy with Let Alliance, in certain circumstances.

It also means that you may complain directly to Let Alliance, and to the Financial Ombudsman Service, where your complaint relates to Let Alliance's actions. Any complaints that relate to your letting agent, must be made directly to them.

If the tenant falls into arrears and/or fails to vacate the property, your letting agent can make a claim on their policy and, if it is successful, you may indirectly benefit from the claim, via your agreement with the letting agent.

Please note you will only benefit from your letting agents policy if their claim is successful. For a claim to be successful, all terms and conditions of your letting agent's policy must be complied with. We have provided below, some key terms for your information only.

### **Conditions:**

The following conditions need to be met in order for your letting agent to be able to make a successful claim under their policy. These conditions may already form part of the agreement you have with your letting agent and so if you are unsure, please contact them to discuss.

## **Key Terms for Landlords**

### **Introduction**

This document sets out a summary of the key terms of your letting agent's Rent Guarantee with Let Alliance. Cover is provided to your letting agent on condition that they ensure compliance with the terms and conditions of the policy. The full terms and conditions are set out in a separate document to the policy holder; your letting agent. This document highlights key terms and conditions that you should be aware of, as you have an interest in your letting agent's policy. However, provision of this documentation does not provide you with any direct rights to the policy your letting agent holds. Our emphasis of these terms as "key" terms does not imply any order of importance and all terms and conditions of the policy must be complied with.

It is possible that several of the key terms set out below, may be the responsibility of your letting agent, who is referred to throughout as "You" or "Your". For further information in this regard, please discuss this further with your letting agent.

### **The Key Terms**

#### **1. Insured Events:**

One of the following:

- i. the failure of the Tenant or where applicable any Guarantor to pay the whole or any part of the Rent;
- ii. occupation of the Property by person or persons unknown to the Landlord and/or persons allowed into occupation by a lawful Tenant but without the Landlord's authority;
- iii. the Tenants' failure to vacate at the end of the Tenancy term, and where a relevant, and valid, possession notice has been served in accordance with the appropriate legislation within the Territorial Limits;
- iv. an incident or circumstances which is in breach of the terms of the Tenancy Agreement, and gives rise to a claim for possession by the Landlord, with reasonable Prospects of Success.

#### **2. Definitions**

##### **Deed of Guarantee/Guarantor's Covenant**

Legally enforceable, signed and if applicable independently witnessed confirmation of the Guarantor's commitment to stand as Guarantor or the Tenant's obligations, under the Tenancy, for the duration of the Tenant's occupation of the Property.

##### **Deposit**

A sum of money at least equal to the value of one month's Rent as outlined in the Tenancy, either held in a Tenancy Deposit Scheme or if approved by Us in writing, secured by way of a separate policy of indemnity or nil deposit scheme and which is available to Us without prejudice, for use as outlined in the description of cover provided by this Policy.

#### **Penalty Excess**

An excess that may be applied in the event the terms and conditions of the Policy have not been met by You in order to accept a claim which would otherwise be declined. The amount of the excess will be the difference between the costs incurred had You carried out Your obligations under the Policy and the increased actual cost as a result of Your actions and Our prejudiced position. The penalty excess will be agreed by You before being deducted from claims payments.

#### **Reasonable Prospects of Success**

A greater than 50% chance of success in the Proceedings, Defence or Counterclaim decided according to the terms of the Policy.

#### **Satisfactory Reference**

A Let Alliance Ultimate reference report showing 'acceptable'. We are unable to accept a Let Alliance Express as a satisfactory reference for this product. All conditions must be met and any documents required as conditional must be produced and satisfy requirements in the event of a claim.

#### **Tenancy Agreement**

A written record of the agreement to occupy the Property which is either:

1. an Assured Shorthold Tenancy as defined in the Housing Act 1988;
2. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
3. a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts;
4. a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
5. a legally binding company let agreement prepared with due care and skill or;
6. any other written agreement agreed in writing by Us.

Or

A company let where the Property is occupied by the director of the company, or by an employee of the company.

#### **Vacant Possession**

The date on which possession of the Property is returned to the Landlord. The following acts, which is not an exhaustive list, are likely to constitute the return of possession:

- The return of the keys to the Property if the Tenant offers to surrender keys whilst in claim, You and/or the Landlord must accept the surrender; and/or
- Confirmation from the Tenant(s) that they have vacated the Property; and/or
- Removal of the Tenant(s) from the Property via appropriate legal means by the court bailiff and the Property has been secured against re-entry.

### **3. Claims Procedure**

a) Where an Event occurs relating to unpaid Rent, the Tenant must be contacted by You or the Landlord within seven days of the Rent falling due to attempt to ascertain why the Rent is unpaid.

b) If the Rent remains unpaid the Tenant must be contacted by You or the Landlord within a further seven days to see if they remain in the Property and the Guarantor must be informed. A record of such contact should be created and held by You.

c) If the Tenant or Guarantor cannot be contacted, and it is lawful to do so, You or the Landlord must serve notice of a requirement to undertake and carry out an inspection, in accordance with the Landlord's legal rights and visit the Property. You should seek legal advice if they are unsure that such an inspection is lawful.

d) On becoming aware of a potential claim, You must notify Us within 31 days after the Event occurs or no later than 31 days after the first arrears accrue, whichever is sooner. You must provide a full and truthful account of the facts of the claims, along with the supporting documents listed in the How to Claim Section of the policy wording.

e) Should a claim occur, You must provide requested documentation and/or evidence as requested by Us or the Professional Advisor no later than 7 days from the date which the evidence is first requested.

f) Upon occurrence of an Event You or the Landlord, if applicable, should submit to Us:

- the current and original Tenancy where the current Tenancy is not the original;
- a fully completed Rent statement showing dates Rent payments fell due and the date Rent payments were received for at least the preceding two years or beginning of the Tenancy if it is less than two years, including the amounts due, the amounts paid and excluding any transactions not related to Rent due from or paid by the Tenant;
- the Deed of Guarantee if applicable;
- a copy of the Schedule;
- the Satisfactory Reference document for the Tenants and Guarantors;
- copies of any notices served on the Tenant(s)/ occupiers;

- evidence that the deposit has been taken and properly protected in accordance with legislation or that a deposit replacement product is in place;
  - a copy of the Inventory, also described as a check in report;
  - copies of all Gas Safety Certificates and any Energy Performance Certificates, a copy of the most recent inspection report, copies of all correspondence with the Tenant(s) and Guarantor(s) and a valid licence if the Property is in a compulsory license area
- g) You should notify Us if You or the Landlord receive part payment of Rent from the Tenant at any time following the notification of a claim, is received. The sum should be applied against the earliest Arrears and not held for a later period. If payment of Monthly Benefit has already been made Us, You must repay the sum received to Us immediately.
- h) Upon gaining Vacant Possession of the Property the final Monthly Benefit will be paid once it is determined how much is due after deducting the balance of the Deposit available. We will calculate the final payment taking into consideration the reasonableness of the following written evidence:
- i. details of the adjudication of a Tenancy Deposit Scheme or deposit replacement service or product,
  - ii. express written agreement from the Tenant confirming their liability for any damage
  - iii. a schedule of proposed dilapidation expenditure
  - iv. a detailed check out report including embedded photographs showing the contents and condition of the Property
  - v. receipted invoices for works completed by contractors.
- i) Upon Our agreement You may be able to make deductions from the Deposit for damage caused by the Tenant beyond usual wear and tear after which the balance will be used to reimburse Monthly Benefit paid by the Policy then Professional Costs incurred by Us. On receipt of the required documentation specified above We will arrange any final payment as maybe due. Your fees, re letting fees or Excess incurred under this Policy or any other outstanding bills or balances, must not be deducted from the Deposit where Rent remains outstanding.
- j) In the event of a Defence and/or Counterclaim being raised during the course of the Proceedings by the Tenant or their representatives:
- the Defence and/or Counterclaim will be assessed by the Professional Adviser to determine the most appropriate response and in conjunction with Us, recommend a course of action which You or Landlord will not unreasonably refuse.
  - if following the assessment of the Defence and/or Counterclaim the Professional Adviser determines there are no longer Reasonable Prospects of Success due to the revelation of previously undisclosed facts or circumstances, which were known or in Our reasonable opinion, ought to have been known, by You or the Landlord, all cover will cease and where appropriate We will recover Our incurred costs and/ or Monthly Benefit paid from You.

### 3. What must be done before a claim will be successful

You or the Landlord must:

- i. not allow a Tenant into possession of the Property other than on the basis of an already completed written Tenancy duly signed by all parties;
- ii. ensure that, prior to the commencement of the Tenancy, You must have obtained Satisfactory References for each Tenant and each Guarantor (if applicable) either:
  - a) from [BM\_Brand], or
  - b) by another licensed referencing service that has been approved, by Us or
  - c) We have received the Tenant's references and have confirmed in writing that they are acceptable
- iii. ensure that that all the terms and conditions of the Satisfactory Reference have been complied with;
- iv. not enter into a Tenancy where a person has been requested to act as Guarantor for the Tenant unless that person has been referenced in accordance with the criteria set out in paragraph iii above and that person has entered into a legally enforceable written guarantee in respect of the Tenancy, either in the form of a Guarantors Covenant included in the Tenancy or as a separate Deed of Guarantee, wherein the Guarantor will guarantee the performance of the Tenant's obligations within the Tenancy for the entire period of the applicable Tenants' occupancy of the Property
- v. not allow any Tenant into occupation of the Property until the first month's Rent has been collected and Deposit has been collected or otherwise secured;
- vi. comply with the requirements of the Housing Act 2004 (as amended or superseded) in connection with any cash Deposit received in connection with the Tenancy;
- vii. comply with all conditions of the Tenancy;
- viii. ensure that the Property is maintained to a reasonable standard with a regular, documented program of maintenance and inspection in place and such documentation is made available in the event of a claim;
- ix. ensure that all correspondence to and from the Tenant(s) of the Property relating to complaints, repairs, disputes or requests are recorded and such records are made available in the event of a claim;

x. ensure that a sufficiently detailed check in/ inventory report has been completed and signed by all parties.

**5. When a claim will not be successful**

- a) Any circumstances happening or existing before the Start Date which You or the Landlord knew or ought to have known could lead to a claim;
- b) Where You and / or the Landlord have not complied with any applicable legislation enacted by central or local government; in relation to rented accommodation including, but not limited to holding a valid license application where the Property falls within a compulsory licencing area;
- c) for Professional Costs unless:
  - i. We have agreed to them in advance, and
  - ii. While Reasonable Prospects of Success in Proceedings, Defence and/ Counter claim remain;
- d) where You or the Landlord or anyone acting on Your of the Landlord's behalf prejudices the Reasonable Prospects of Success in the prosecution, settlement of the Proceedings, Defence or Counterclaim ore prejudice the insurers position in anyway;
- e) where You or the Landlord act without Our consent or contrary to or in a manner different from Our or the Professional Adviser's advice;
- f) where you or the Landlord have failed to adhere to the terms and conditions as stipulated on the Satisfactory Reference;
- g) which is false, fraudulent or arises from any deliberate criminal act or material omission by You or the Landlord;
- h) in a dispute or conflict of interest between You or the Landlord and Us or the mortgage lender, Property Agent or Professional Adviser;
- i) which is directly or indirectly caused by or contributed to by or arising from You and/or the Landlord failing to comply with applicable or current law and regulations including but not limited to The Gas Safety (Installation & Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 or The Furniture & Furnishings (fire) (Safety) (Amendment) Regulations 2010, including any amending or superseding legislation;
- j) which is directly or indirectly caused by or contributed to by, or arising from You or the Landlord, failing to address hazards or take actions specified in any notice or request, issued by a local authority relating to the Property and within the timescales outlined therein.
- k) which is directly or indirectly caused by or contributed to by or arising from failure of You or the Landlord to meet the Landlord's obligations laid out in Section 11 of the Landlord and Tenant Act 1985, including any amending or superseding legislation;
- l) for damages, interest, fines, penalties, compensation which You or the Landlord are ordered to pay by a court or other authority or not.

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