

# Terms and Conditions of Business

richard  
james

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## Introduction

The following conditions form part of the agreement between Richard James and the LANDLORD specified at the end of this document. These terms are reliant upon the information given to the AGENT by the LANDLORD.

## Our standard services (see also commissions, fees and charges)

	Full Management PLATINUM	Find Tenant Only
Market Appraisals	Y	Y
Comprehensive marketing of the property	Y	Y
Arrange and conduct accompanied viewings	Y	Y
Negotiating Tenancy Terms	Y	Y
Applicant referencing	Y	Y
Preparation of Tenancy Agreements	Y	Y
Preparation of Inventory & Schedule of Conditions	Y	Y
Advising you in relation to steps to be taken to ensure legal compliance prior to tenancy	Y	Y
Collect and distribute cleared funds for initial month's rent	Y	Y
Collect and hold security deposit as stakeholder	Y	Y
Notify service providers of new tenancy	Y	Y
Advising you in relation to ongoing legal compliance	Y	
Hold keys to the property	Y	
Point of contact for tenants	Y	
Managing Tenancy queries or disputes	Y	
Initial property inspection	Y	
Second Property Inspection	Y	
Buildings and Contents annual review	Y	
Provision of annual reports for Self Assessment	Y	

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## Management service level (see also commission, fees and charges)

### Full Management

We will:

1. Consult with the LANDLORD, understand the LANDLORD'S specific needs and preferences.
  2. Advise the LANDLORD in relation to steps to be taken to ensure LEGAL compliance prior to TENANCY commencement.
  3. Arrange comprehensive marketing of the PROPERTY to find the right TENANT.
  4. Ensure that the immigration status of all applicants, as appropriate is checked under Part 3 Chapter 1 of the Immigration Act 2014 and in line with current legislation.
  5. Arrange and conduct accompanied viewings.
  6. Take references appropriate to the circumstances of the prospective TENANT. This may be done by the AGENT or may be outsourced to a reference company as the AGENT thinks fit.
  7. Prepare the TENANCY Agreement.
  8. Prepare an INVENTORY and SCHEDULE OF CONDITION and seek to agree with the TENANT within 7 WORKING DAYS of commencement of TENANCY.
  9. Collect cleared funds as a security DEPOSIT, equal to 5 weeks rent, which will be held by Richard James as STAKEHOLDER. These monies will be lodged with The Tenancy Deposit Scheme (TDS) ([www.tds.gb.com](http://www.tds.gb.com)).
  10. Collect initial month's rent as cleared funds, pay these monies (less fees) to the LANDLORD's nominated account within 5 working days of move in, and accounted for with a Property Management Statement.
  11. If the LANDLORD lives overseas, the AGENT must account to HM revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the LANDLORD must apply to HM Revenue and Customs for approval of gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved. When rental monies are paid directly by TENANT to LANDLORD, the TENANT is responsible for accounting to HM Revenue & Customs in this respect.
  12. Ensure all pre-TENANCY documentation required by law is issued to TENANT(S).
  13. Advise utility providers (gas, electric, council tax and water companies where applicable) of meter readings and change of occupier.
    - 1.1 When the Landlord's property is let, gas and electricity will be provided by the incumbent Energy Supplier.
    - 1.2 One Utility Bill will never contact the Landlord directly and will not hold any personal details longer than necessary, in line with our Data Retention Policy. Your information will be stored securely and handled in a lawful manner as explained in our Privacy Notice found on our Website or here.
    - 1.3 The Landlord agrees that Richard James may pass personal details and details of the property to One Utility Bill for the purposes of:
      - 1.3.a Registering the property under the name of "the occupier" with the incumbent water supplier.
      - 1.3.b Registering the new Tenancy details for gas, electricity, water and council tax.
      - 1.3.c Informing the incumbent suppliers of the liable party for any void periods
    - 1.4 One Utility Bill will use the Landlord's details only for the purposes set out above and not in any other way.
    - 1.5 One Utility Bill and Richard James will comply with their obligations as a data controller and/or data processor (as appropriate) under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle Landlord's data in the manner set out in our Privacy Notice.
  14. Use our best endeavors at all times to collect rents or other charges due from the TENANT and provide monthly accounts to the LANDLORD. These monies (less fees) will be paid into the LANDLORD's nominated account within 10 WORKING DAYS of receipt of rent. However, the AGENT will not be liable for the amount of any arrears nor for any legal or other costs incurred by the AGENT or the LANDLORD or any other party in respect of the recovery of such arrears.
  15. Confirm that maintenance and repairs are carried out satisfactorily. The AGENT will make payment to the tradesmen on the LANDLORD's behalf and deduct it from the LANDLORD'S Property Management Statement to a maximum of £150.00. Please note, should a maintenance or repair exceed this limit, we will seek the LANDLORD's instruction. In the event of an emergency however, the AGENT will undertake to have this work carried out to ensure the safety of your PROPERTY and that of the TENANTS. Any resulting expenses incurred will be deemed to be with the LANDLORD'S authority and on the LANDLORD's behalf, and deducted from the PROPERTY Management Statement in a process agreeable to both parties.
    - 16a. Make initial inspection of the PROPERTY (for each new tenancy) and advise the LANDLORD of the results, including where necessary a full PROPERTY maintenance report which the AGENT'S consider should be brought to the LANDLORD'S attention. (Gold service only).
    - 16a. Make 2 free inspections per annum of the PROPERTY and advise the LANDLORD of the results, including where necessary a full PROPERTY maintenance report which the AGENT'S consider should be brought to the LANDLORD'S attention. (Platinum service only).
- Whilst every effort will be made to monitor the condition of the PROPERTY such inspections are to ensure the TENANTS are observing the conditions of the TENANCY agreement and that it is being cared for by the TENANT. The AGENT cannot be held responsible however for any unrelated damage, for example structural damage or defects.
17. At the end of the TENANCY the AGENT will carry out a final inspection and check the INVENTORY and SCHEDULE OF CONDITION and make such deductions as in the AGENT'S opinion are necessary from the TENANTS' DEPOSIT monies in order to compensate for any dilapidations, and fair wear and tear being taken into account. (See product list & prices).
  18. Where it is found that a condition of the TENANCY Agreement has been breached by the TENANT, the AGENT will take all necessary steps to resolve this situation and report to the LANDLORD on a continuing basis until the problem is resolved. (See product list & prices).
  19. Re-market the PROPERTY. However, when the PROPERTY remains unoccupied between letting periods it must be distinctly understood that Richard James do not accept responsibility for supervision of the PROPERTY when vacant. However in normal circumstances where the AGENT are conducting viewings, and irregularities are found the AGENT will ensure that the LANDLORD is advised. It is the responsibility of the LANDLORD to ensure that all services, especially water, are turned off where necessary and the central heating and water system is drained down.
  20. Use our best endeavors 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 time scale requested. It will be the responsibility of the LANDLORD to instruct solicitors with whom the AGENT will liaise. The AGENT will not be liable for any legal or other costs incurred in any action against current or previous TENANTS undertaken on the LANDLORD'S instructions.
  21. Fees and costs will be deducted directly from the monies being received and will be accounted for by way of a PROPERTY MANAGEMENT STATEMENT. (See attached commissions, fees and charges).
  22. Endeavor to ensure that the LANDLORD complies with appropriate LEGAL and STATUTORY requirements, but we cannot be held responsible for any infringement by the LANDLORD.

### Find Tenant Only

For LANDLORDS who want to manage their own PROPERTY but still want the professional approach taken when it comes to marketing the PROPERTY and TENANT selection. Previous clauses 1-13 apply.

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## Richard James Rent Guarantee

(Available with our Full Management service only)

### Why Choose Rent Protection?

As your letting agent we aim to put high quality tenants into your property ensuring they have a sound financial record and references.

However, in this unstable economic environment tenants who passed these references at the start of the tenancy may well find themselves in difficulty in the future.

The increasing demand for rental properties, providing landlords with strong rental yields, can lead to an increase in exposure to ever changing market risks.

If disaster strikes and your tenant does stop paying the rent, it can often take up to 4 months to gain vacant possession of the property. This could leave you out of pocket of four months' rent and hundreds of pounds in legal fees.

Working with our supplier Let Alliance, we can provide a rent guarantee to give you peace of mind.

### What Rent Guarantee Covers

Subject to satisfactory results using the Let Alliance tenants referencing service available for 6 and 12 month tenancies the comprehensive backed protection provided includes:

- Rent Guarantee protection, providing protection from day 1 of rental arrears
- Rent payable for a maximum of 15 months or until vacant possession of the property is gained, whichever happens soonest
- Legal costs covered in gaining vacant possession
- Total claims limit of £100,000

The above features are provided subject to the Landlord adhering to the mandatory legal obligations under the Housing Act. The Landlord must also adhere to our standard Agent terms and conditions of business.

In conjunction with our managed service, we can offer this additional package for an additional:

- £35 + VAT on rents up to £1,000.00 per calendar month
- £45 + VAT on rents above £1,000.00 per calendar month
- £55 + VAT on rents above £1,500 per calendar month
- £65 + VAT on rents above £2,000 per calendar month

(capped at £2,500).

Renewals are automatic and there is a 14 day cooling off period.

### Terms of the Guarantee

If during a tenancy or an extension of a tenancy where the additional Rent Protection charge has been paid by the Landlord, then the following will happen:

As soon as the tenant falls into arrears (usually 28 days after the rent due date) the legal action for possession of the property will be started and we will start action to regain the property.

Upon acceptance of a guarantee claim rent will be paid in arrears until vacant possession is obtained, monthly, in arrears.

All of the Landlord's legal costs incurred in evicting a tenant, as a result of non-payment of rent are included.

All rental payments will have the agreed deductions as set out in the agency agreement for the management fee and rent protection charge. Deductions may also be made for any outstanding charges.

In the event of payments being made under this guarantee, all rights of the Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient). By signing this agency agreement the Landlord confirms and agrees to the same. Recovery of rents paid out shall be at the sole discretion of the Agent.

Should the Landlord receive any funds from any Tenant(s)/ Guarantor(s) after any date of default which results in the Agent having to pay any monies to the Landlord under the terms of this guarantee, the Landlord shall immediately notify the Agent of such receipt and shall forward such funds (up to the amount paid by the Agent) to the Agent immediately on receipt of the same.

### Conditions

The above sums will be paid provided that the following conditions are met:

1. A deposit equal to a minimum one months rent must be taken in cleared funds by the Agent prior to commencement of the tenancy. This must be held in an approved legal scheme.
2. A sum equal to one month's rent, being the first month's rent must be taken in cleared funds by Agent prior to commencement of the tenancy.
3. The Tenancy starts within 60 days after the date of approved references.
4. The first month's rent and deposit are held as cleared funds in the Agent client bank account prior to commencement of the tenancy.
5. The tenancy must not start before references or a credit report acceptable to Agent have been received, and a suitable tenancy agreement, inventory and notices (if applicable) have been drawn up and executed with the tenant.
6. The Landlord, at his/her own expense, must attend any court hearing if required to do so.
7. If a Guarantor is required, the landlord or the Agent must ensure that the Guarantor has entered into a written legally binding guarantee with the Landlord in respect of the tenancy.
8. Agent and Let Alliance shall have the right, at any time, under subrogation to pursue the recovery of any rent guarantee paid out, including if required court proceedings.
9. If any of these terms, conditions, restrictions and limitations have not been adhered to then Agent reserve the right not to make payment under the scheme.
10. Agent and Let Alliance shall have absolute discretion as to whether to take any action to recover unpaid rent from a Tenant. Any sums recovered will be returned to the Landlord less any cost fees and costs incurred and any management fees and charges due.
11. The Guarantee does not cover any rent in excess of £2,500 per month.
12. If the Tenant reasonably withholds rent due to repairs or Landlord's unfulfilled obligations then Agent is not obliged to compensate the Landlord for this sum.
13. A months' notice must be given to terminate the Rent Guarantee service.

### All service Levels

- The LANDLORD will be responsible for the arrangement and valid continuance of adequate building and contents insurance on the PROPERTY unless specifically agreed otherwise in writing with the AGENT. Furthermore, the LANDLORD will particularly 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 for all reasonable costs incurred in connection with the management of the PROPERTY including 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.

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## Useful information and general terms

### Notices

- 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. If the LANDLORD wishes to cancel within 14 days of the signing of this agreement, then the LANDLORD may cancel by completing the form found within the LANDLORD pack provided.
- Two months notice to terminate this contract can be given by either party.
- If the AGENT has committed expenditure or undertaken work, the LANDLORD agrees to reimburse the AGENT with those costs and expenses. If a ready willing and able TENANT has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check
- If the LANDLORD wishes to cancel this agreement during a TENANCY (Full Management), the LANDLORD may do so by writing to the AGENT giving reasonable notice to allow for the orderly handover of the PROPERTY. (Please note the AGENT will not be able to transfer the DEPOSIT without the written agreement of the LANDLORD and the TENANT. The AGENT will also need to be satisfied it will be properly re-protected after being handed over).
- If the AGENT wishes to end this agreement at any stage the AGENT will write to the LANDLORD giving reasonable a notice to allow the LANDLORD to appoint another AGENT.
- Notice can be posted first class, recorded delivery, or hand delivered to the AGENT'S office for notices to the AGENT or the last known address of the LANDLORD for notices to the LANDLORD.
- Full Management Service fees apply for the duration of the first initial term of the first TENANCY.
- if at any time after the commencement of the TENANCY the PROPERTY is sold to the TENANT we shall be entitled to a commission of 1% of the sale price.
- Should the LANDLORD decide during the initial term of TENANCY that they no longer wish to use the services of the AGENT that the initial terms management fee will remain due and payable to the AGENT.
- 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 and any fees charged to TENANTS earned while acting on the LANDLORD'S behalf. Details of such income received by the AGENT can be provided to the LANDLORD on request.
- Any interest accrued on monies that we hold on the LANDLORD'S behalf will be retained by the AGENT to cover bank and administration charges etc. Any commission earned by the AGENT while acting on the LANDLORD'S behalf will be retained to cover costs.
- Contractors may from time to time offer Richard James a discount or commission due to multiple orders. If the AGENT is satisfied that the service they provide is competitive and the LANDLORD'S interest is not adversely affected the AGENT may accept such commissions for our own benefit and not account for them to the LANDLORD.
- The AGENT charge fees to the TENANT at the start of the TENANCY such as the costs of taking references and a contribution towards drafting the TENANCY agreement. Full details of all costs charged can be found on our website under the heading Lettings.
- The LANDLORD and the AGENT will comply with all requirements of HM Revenue and Customs.
- Where the TENANT is in receipt of Housing Benefit, the LANDLORD will pay and indemnify the AGENT for any requirement to refund Housing Benefit to the local authority.
- The LANDLORD will pay, reimburse and indemnify 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.
- If the AGENT is to provide emergency heating to the LANDLORDS TENANT (within working hours), a charge of £10 + VAT per day is applicable, including delivery, including delivery of the heating appliance.
- If the AGENT takes a holding DEPOSIT on the PROPERTY from a prospective TENANT, if the prospective TENANT should default, these funds will firstly be used to reimburse the AGENT'S costs and expenses and then any surplus will be applied to lost rent.

### Various

- It is agreed that the AGENT may from time to time vary the terms of this agreement (usually annually) and the Table of Charges, in writing. The AGENT will notify the LANDLORD of the proposed variations and such variations shall then form part of this agreement unless the LANDLORD declines the amendments, by written notification to the AGENT within fourteen days of receipt. At least one month's notice will be provided.
- The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- This agreement will form the basis for the AGENT managing any other properties for the LANDLORD at which ever level of service the LANDLORD chooses for each PROPERTY.
- The TENANCY DEPOSIT will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- The AGENT will choose a suitable scheme and comply with the initial requirements of that scheme.
- If the DEPOSIT is to be held by the AGENT it will be held in the AGENT'S client account until the TENANT has vacated and the move out inspection concluded.
- DEPOSIT monies shall be paid out upon agreement between the LANDLORD and the TENANT, the decision of an adjudicator or an order of the court.
- The AGENT will try and assist in resolving any dispute.
- 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.

### Financial matters

- The LANDLORD will indemnify the AGENT 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.
- The LANDLORD will pay all the AGENT fees, commission and expenses appropriate to the level of service required by the LANDLORD as set out on the attached Table of Charges or any revision of the Table of Charges notified to the LANDLORD in accordance with this agreement.
- 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 upon demand.
- The AGENT will negotiate the level of rent to be charged in consultation with the LANDLORD and may review the rent from time to time as the TENANCY agreement, law and rental market permits.
- 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.
- For avoidance of doubt the AGENT will hold the DEPOSIT as STAKEHOLDER and will be entitled to retain any interest earned on the DEPOSIT.

### Data Protection

- The AGENT is required to be registered for the purposes of the Data Protection Act.
- The LANDLORD gives consent to their personal data being given to TENANTS, contractors, enforcement agencies, insurance providers, utility providers, other partners and PROPERTY management software providers to enable the effective management of the PROPERTY and to comply with LEGAL duties.

## Our responsibilities

- The AGENT 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 and upon terms to be agreed.
- The AGENT will not be liable for any loss or damage arising from the defective work, sub-standard 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.
- The AGENT will not be responsible for redirecting the LANDLORD'S post delivered to the PROPERTY.
- The AGENT will not be responsible to manage the PROPERTY when it is not let.
- The AGENT may delegate any of the services to be provided to the LANDLORD such as inventory taking or referencing of prospective TENANTS, where it does not adversely prejudice the LANDLORD by doing so.
- The AGENT will not be responsible for any latent (hidden) defect in the PROPERTY
- The AGENT 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, other than through the negligence of the AGENT.
- The AGENT 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 Table of Charges.
- The AGENT will notify the LANDLORD of any notices the AGENT receives in relation to the PROPERTY.
- The AGENT may, at our discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- The AGENT recommends that the LANDLORD undertakes regular testing of the electrical and other appliances in the PROPERTY to ensure that there are no hazards.

## Your responsibilities

By signing the Declaration of Owners instructions the LANDLORD confirms:

- 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.
- That the AGENT is appointed as AGENT for the LANDLORD on the PROPERTY.
- That the LANDLORD gives the AGENT authority to act on the LANDLORD'S behalf and to do anything which the LANDLORD could do, and that the LANDLORD will approve of everything done by the AGENT in good faith except for negligent acts or omissions or breach of contract.
- That the LANDLORD will compensate and reimburse the AGENT for all costs and expenses, claims and liabilities incurred or imposed upon the AGENT under this agreement, unless the loss or liability arises through negligence or breach of contract.
- That the PROPERTY is fit to be let, compliant with all STATUTORY requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- That the PROPERTY will be professionally cleaned prior to initial letting and any garden is neat and tidy for the season.
- That the PROPERTY and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the PROPERTY.
- That if the PROPERTY is subject to a mortgage, the LANDLORD has consent to let the PROPERTY and that upon request the LANDLORD will supply a written copy of the consent to the AGENT prior to letting.
- That if the PROPERTY is leasehold the LANDLORD will obtain any necessary consent for letting and supply the AGENT with a copy of the lease and the lessor's consent prior to the letting.
- That the AGENT may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the LANDLORD.
- That the PROPERTY will be supplied with a minimum of one working smoke alarm per floor, and carbon monoxide detectors must be supplied in the same room as any solid fuel burning supply, and if these are not present the AGENT can arrange for the fitting of appropriate alarms at the LANDLORD'S expense. Some properties may need more than simple smoke alarms.

## Definitions:

The LANDLORD', 'YOU', or 'YOUR' means the person or persons named below as the owners 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 or 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.

The 'AGENT', 'WE' or 'US' means Richard James

The 'TENANT' means the party named in the TENANCY agreement as the TENANT of the PROPERTY.

The 'PROPERTY' means the PROPERTY to be let including all outbuildings, grounds, fences, boundaries, etc.

If the 'DEPOSIT' is protected by The Tenancy Deposit Scheme, the clauses in a Appendix C apply. Whether a DEPOSIT is covered by this scheme can vary tenancy by tenancy and it can even change during a TENANCY.

'CALENDAR DAYS' or 'DAY' means any day of the year, including Saturdays, Sundays and bank holidays.

'RELEVANT PERSON' means person who paid the DEPOSIT or

any part of it on behalf of a TENANT.

'STAKEHOLDER' means a person or body who holds the DEPOSIT at any time from the moment it has been paid by the TENANT until its allocation has been agreed by the parties to the TENANCY agreement, determined by the ADR process, or ordered by the court.

'SCHEME' means an authorised TENANCY DEPOSIT protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Tenancy Deposit Scheme.

'STATUTORY TIME LIMIT' means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the TENANT and any Relevant Person.

'WORKING DAY' means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

## Full Management - Commissions fees and charges

### Full Management Options

#### Full tenancy management - PLATINUM

12.5% & VAT (15% incl)

(Includes utility transfers, and 2 free inspections per annum)

Product	Price	Compulsory	Optional
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 1 - 2 beds	£400 & VAT (£480 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 3 - 4 beds	£450 & VAT (£540 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 5 beds +	£500 & VAT (£600 incl)	Y	
Collection, Registration and holding of Deposit monies	£50 & VAT (£60 incl)	Y	
Annual Deposit Holding Fee	£25 & VAT (£30 incl)	Y	
Rent Protection and Legal Expenses * Cost per month (on rents up to £990.00 per calendar month	£35 & VAT (£42 incl) *		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £1,000.00 and £1,499.00 per calendar month	£45 & VAT (£54 incl) *		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £1,500.00 and £1,999.00 per calendar month	£55 & VAT (£66 incl) *		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £2,000.00 and £2,500.00 per calendar month (capped at £2,500.00)	£65 & VAT (£78 incl) *		Y
Key copying (nb landlord to provide 3 full sets) cost of keys copying, plus...	£15 & VAT (£18 incl)		Y
Additional Property Management inspections (max 4 pa)	£45 & VAT (£54 incl)		Y
Requested changes to standard Tenancy Agreement/AST for each draft	£50 & VAT (£60 incl)		Y
Tenancy Renewal (Fixed Term)	£120 & VAT (£144 incl)		Y
Tenancy Rent increase only	£50 & VAT (£60 incl)		Y
Change of sharer during tenancy	£50 & VAT (£60 incl)		Y
Service of Notice to quit (Section 21)	£150 & VAT (£180 incl)	Y	
Arranging contractor quotes (nb first 2 quotes per issue FOC)	£15 & VAT (£18 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 1 - 2 beds	£175 & VAT (£210 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 3 - 4 beds	£195 & VAT (£234 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 5 beds +	£235 & VAT (£282 incl)		Y
Charge to process claim through TDS (nb move out inspection must have been carried out by ourselves)	£250 & VAT (£300 incl)		Y
Co-ordinating property refurbishments prior to initial tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Co-ordinating property improvements during tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Court attendance (min charge)	£250 & VAT (£300 incl)		Y
Change of ownership (bought with tenant in situ)	£150 & VAT (£180 incl)		Y
Administration charge to close full management service and to forward all necessary paperwork to landlord	£150 & VAT (£180 incl)		Y
Provision of annual reports for Self Assessment	£50 & VAT (£60 incl)		Y
Electrical installation Checks (to be outsourced to qualified electrician) (EICR) 2 beds	£195 & VAT (£234 incl)		Y
Electrical installation Checks (EICR) (to be outsourced to qualified electrician) additional rooms (price per room)	£35 & VAT (£42 incl)		Y



## Full Management - Commissions fees and charges continued

Product	Price	Compulsory	Optional
PAT Testing (up to 10 appliances) (to be outsourced to qualified person)	£70 & VAT (£84 incl)		Y
Energy Performance Certificate (to be outsourced to qualified EPC assessor)	£95 & VAT (£114 incl)		Y
Annual Gas Safety Certification (up to 2 appliances) (to be outsourced to qualified engineer)	£95 & VAT (£114 incl)		Y
Annual Gas Safety Certification and Service	£140 & VAT (£168 incl)		Y
Legionnaires Assessment Report (to be outsourced to qualified person)	£95 & VAT (£114 incl)		Y
Aborted Tenancy (fee should landlord withdraw after tenant references have been confirmed)	An amount in proportion to what has been performed prior to landlords cancellation in writing		Y

If the agent is to provide emergency heating to the landlords tenant (within working hours), a charge of £10 + VAT per day is applicable, including delivery of the heating appliance.

## Find Tenant Only

### Product list & pricing

#### Find Tenant Only service

#### Fee: one months rent & VAT

Product	Price	Compulsory	Optional
Collection, Registration and holding of Deposit monies	£50 & VAT (£60 incl)		Y
Transfer of Deposit to landlord (subject to provision of Scheme Registration number)	£20 & VAT (£24 incl)		Y
Annual Deposit Holding Fee	£25 & VAT (£30 incl)		Y
Key copying (nb landlord to provide 3 full sets) cost of keys copying, plus...	£15 & VAT (£18 incl)		Y
Requested changes to standard Tenancy Agreement/AST for each draft	£50 & VAT (£60 incl)		Y
Co-ordinating property refurbishments prior to initial tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Change of ownership (bought with tenant in situ)	£150 & VAT (£180 incl)		Y
Electrical installation Checks (to be outsourced to qualified electrician) (EICR) 2 beds	£195 & VAT (£234 incl)		Y
Initial electrical installation Checks (EICR) (to be outsourced to qualified electrician) additional rooms (price per room)	£35 & VAT (£42 incl)		Y
Initial PAT Testing (up to 10 appliances) (to be outsourced to qualified person)	£70 & VAT (£84 incl)		Y
PAT Testing (additional appliances) (price per appliance) (to be outsourced to qualified person)	£4.58 & VAT (£5.50 incl)		Y
Initial Energy Performance Certificate (to be outsourced to qualified EPC assessor)	£95 & VAT (£114 incl)		Y
Initial Annual Gas Safety Certification (up to 2 appliances) (to be outsourced to qualified engineer)	£95 & VAT (£114 incl)		Y
Initial Annual Gas Safety Certification (per additional appliance) (to be outsourced to qualified engineer)	£30 & VAT (£36 incl)		Y
Initial Legionnaires Assessment Report (to be outsourced to qualified person)	£95 & VAT (£114 incl)		Y
Annual Gas Safety Certification and Service	£140 & VAT (£168 incl)		Y
Checkout Report Only	£250 & VAT (£300 incl)		Y

**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 part 1 of this agreement.
- (b) The trading name of the company is Richard James Lettings
- (c) The company can be contacted at:  
  
Gemini House  
Hargreaves Road  
Swindon  
SN25 5AZ  
  
Tel: 01793 520 721  
E-mail: lettings@richardjames.uk
- (d) and (e) We do not act on behalf of another trader.
- (f), (g), (h) and (j) See attached "Fee Structure" .
- (k) See attached "Complaints Procedure" Appendix C
- (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 ARLA, NFOPP, TPO.
- (s) The conditions for terminating this agreement can be found under the Notices Section of the main agreement.

**APPENDIX B**

**Right to Cancel**

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

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

To exercise the right to cancel, you must inform us, Richard James, Gemini House, Hargreaves Road, Swindon SN25 5AZ, tel: 01793 520 721, email: lettings@richardjames.uk of your decision to cancel this agreement 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**

We will make any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement.

We will make the reimbursement 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 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 us your cancellation from this agreement, in comparison with the full coverage of the agreement.

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**NOTICE OF CANCELLATION**

**I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:**

**Find Tenant Only & Management Services relating to:**

**Property address:** \_\_\_\_\_

**Ordered on (dd/mm/yy):**   /   /

**Name of consumer(s):** \_\_\_\_\_

**Address of consumer(s):** \_\_\_\_\_

**Signature of consumer(s):**  
(if form is notified on paper) .....

**Date (dd/mm/yy):**   /   /

## APPENDIX C

### Internal Complaints Procedure

As a member of the Association of Residential Letting Agents (ARLA), and The Property Ombudsman (TPO) Scheme, we aim to provide the highest standard of service to all landlords and tenants, in line with their Codes of Practice. One of the requirements of our membership is that we have a process for assessing complaints about our service, appropriate to our firm's size and structure.

All branch staff will deal with the normal day to day problems on a one to one basis, but once a formal complaint as such has been raised, 'i.e. I am not satisfied with the standard of your work/conduct/behaviour etc and I wish to make a formal complaint', then at that stage you will be requested to put your complaint in writing, setting out your concerns by reference to any related documents – terms of business, tenancy agreement, inventory etc, and send to:

Head of Property Management  
Richard James  
Gemini House  
Hargreaves Road  
Swindon  
SN25 5AZ

The grievance letter will be acknowledged within 5 days, investigated in accordance with established 'in-house procedures' and a reply sent to you within 15 days of receipt of the original letter. You will be invited to make any comments that you may have in relation to this response.

Subsequently, if you remain dissatisfied with the way we have handled your complaint please write again to:

Lettings Director  
Richard James  
Gemini House  
Hargreaves Road  
Swindon  
SN25 5AZ

Finally, having exhausted our in-house procedures, if you are still not satisfied with our response, you may refer your complaint to:

Regulation Department  
National Federation of Property Professionals  
Arbon House  
6 Tournament Court  
Edgehill Drive  
Warwick  
CV34 6LG  
(www.arla.co.uk)

who will arrange for your complaint to be assessed by an external Independent Case Examiner in line with the criteria and procedures set out in NFOPP/ARLA's published complaints procedure/leaflet

or

You may refer your complaint (within 12 months of our final viewpoint) to

The Property Ombudsman (TPO)  
Milford House  
43 - 55 Milford Street  
Salisbury  
Wiltshire  
SP1 2BP  
(www.tpos.co.uk)

#### Company Information:

RJ Lettings & Property Management Ltd  
No: 13308588  
Gemini House  
Hargreaves Road  
Swindon  
SN25 5AZ  
Incorporated in England & Wales

RJ Lettings & Property Management Ltd is a company registered under No: 13308588 in England and Wales. A list of directors is available at its registered office: Gemini House, Hargreaves Road, Swindon, SN25 5AZ.

# richard james

Gemini House | Hargreaves Road | Swindon | SN25 5AZ

01793 520 721 | [lettings@richardjames.uk](mailto:lettings@richardjames.uk)



[@rjestateagent](#)



[Richard James Swindon](#)

[richardjames.uk](http://richardjames.uk)