



Willsons
— SINCE 1842 —

RESIDENTIAL LETTINGS

LANDLORD TERMS

January 2024

www.willsons-property.co.uk

Terms of Engagement

This Agreement is made between Willsons (the trading name of Willsons Property Professionals Ltd) of 16 Algha Road, Skegness, Lincolnshire, PE25 2AG, as the Agents and you, the Landlord. Please carefully read the Terms of Business set out within this agreement, together with the associated fees as detailed within the 'Landlords Fees' document. If you have any questions, please contact a member of the team.

It is hereby agreed as follows:-

1. APPOINTMENT & AUTHORITY

The Landlord agrees to:-

Sole Agent: Appoint Willsons to act on your behalf with effect from the date identified below as sole agent for the period of the agreement and you may not appoint another agent during this period. You agree to instruct Willsons who will act on your behalf in good faith.

Indemnity: Indemnify Willsons against all expenses, claims and liabilities incurred in the proper performance of their obligations under this Agreement and to pay the fees and charges as specified in these terms of business.

Provide Proof of ownership: Declare to Willsons all joint owners and to confirm that all relevant consents to let the property have been received and to confirm that you are entitled to enter into this contract and receive the rent and to inform Willsons of any special terms or conditions required by any superior lessors or lenders of the property.

Property Condition: Ensure the property is safe for letting in accordance with the current legislation. Willsons cannot be held liable for any defect in the property, equipment or materials whether or not such defect be latent or apparent.

Fees & Expenses: Agree that Willsons may deduct the amounts due for fees or expenses under this contract and to pay contractors from monies otherwise due to you under this contract.

Signature: Sign the Tenancy Agreement and legal notices or allow Willsons to sign on your behalf.

Retention of Interest: Allow Willsons to retain any interest earned on Client's money held in the Willsons Clients Premium Account as detailed (in Clients' Money below).

Taxation: You have responsibilities to pay Income Tax on rental income and Willsons will provide you with statements suitable for this purpose. We recommend that you take advice from an accountant for further information. If you are to be resident overseas, please contact hmrc.gov.uk for advice on taxation on rental income received.

'To Let' Board: This agreement gives Willsons the authority to erect a 'To Let' & 'Let By' board within the curtilage of the property, subject to local regulation unless specific instructions to the contrary are provided by you. The board will remain the property of Willsons and will be removed as appropriate.

Variation: Willsons reserves the right to vary any of the terms of this contract at the end of any fixed term tenancy by serving you with a least 2 months' notice.

2. LANDLORD RESPONSIBILITIES

Mortgages: If your property is subject to a mortgage, it is your responsibility to get permission from your mortgagee to rent out the property and provide a copy of the consent to Willsons.

Insurance: Whilst the property is let, it is necessary for you to inform your insurers of the status and to adequately insure the structure and contents. Many landlords take Third Party Liability to cover against any claim made by a tenant or anyone affected by a defect which causes damage or personal injury. There are also Landlord Rent Guarantee and Legal Expenses Insurances available, please provide us with a copy should you have this in place.

Gas Safety: It is a legal requirement to have an annual gas safety inspection and any necessary repairs or maintenance carried out by a Gas Safe Registered Engineer on gas fires, central heating boilers, gas cookers, pipework, flues, and chimneys. Willsons can arrange for a safety check to be undertaken by a qualified contractor and obtain the Gas Safety Certificate as frequently as is required at your expense.

Electricity: It is a legal requirement that your property has had an electrical inspection condition report carried out which is in date and shows the property as being safe to let. It is the landlord's responsibility to ensure that the electrical installation and all electrical appliances are safe and in full working order being compliant with all relevant regulations before a tenancy agreement is signed. Willsons can arrange for a safety check to be undertaken by a qualified electrical engineer to check the property as frequently as is required at your expense.

Smoke Alarms & Carbon Monoxide Detectors: On every floor of the property where there is a habitable room it is a mandatory requirement to have smoke alarms fitted. In addition, carbon monoxide detectors must be in every room where there is a fixed combustion appliance. Landlords are required to check that the alarms are working at the start of every new tenancy. Any chimneys with open fires or fuel burners should be regularly swept.

Energy Performance Certificate (EPC): It is now a statutory requirement that, prior to marketing, any residential property to let has an EPC (being no more than 10 years old) and with a rating of Band A to E which must be available to a prospective tenant. Willsons can arrange for an Energy Performance Certificate Assessor to carry out an inspection and provide a copy of the EPC to you and the tenant. Willsons can seek advice on properties that may be exempt from requiring an EPC.

Water Testing (Legionella Risk Assessment): Landlords are required to perform a risk assessment on the water supply for Legionnaires Disease. This is particularly important if the water is via a non-mains supply and Willsons can recommend contractors who are able to perform sampling if required.

Furniture & Furnishings: We strongly recommend to all our landlords that they let their properties empty of any furniture and furnishings thereby avoiding the complexities of complying with the fire resistance requirements.

Instruction Manuals: You must provide your tenants with instruction manuals for appliances within the property. The manufacturers have a duty to make these available on the internet which Willsons can obtain and provide to the tenant.

Periodic Inspections: For fully managed properties, Willsons aim to undertake an inspection after the initial first 3 months and then 9 months later (unless we consider an earlier inspection is required) and thereafter annually. This is to assess the condition of your property and ensure the tenants are carrying out their obligations. We will provide you with a copy of the inspection notes and any recommendations.

Repairs: You must keep the structure, exterior and interior of the property safe and in good repair. This includes the installations supplying gas, water, electricity, and sanitation appliances. Please provide Willsons with the details of any guarantees or repair contracts.

Tenants are responsible for keeping the property in a reasonable manner, accepting that fair wear and tear takes place and may only carry out works and redecoration with your written permission.

You give Willsons the authority to instruct contractors to undertake repairs to your property up to the sum of £300 plus VAT without any further authority and to withhold sufficient monies, from the rent paid, to pay the contractors.

Willsons will generally seek your permission for any repairs and will use only approved contractors. However, we reserve the right to instruct contractors immediately in case of emergencies.

Where refurbishment or major repair works (works over £1,500.00) require Willsons to obtain several quotations, oversee works and carry out works inspections, Willsons reserve the right to charge an administration fee of 12% based on the total net invoice of works.

Right to Rent: On your behalf, we will check that all people living in your property (as their only and main home) aged 18 and over have the 'Right to Rent' in accordance with the Immigration Act.

Tenant Referencing: Willsons use an external company to provide a comprehensive reference including credit reference on all prospective tenants and guarantors to try and ensure they are suitable to rent your property.

Tenancy Agreement: Your property will be let using a Royal Institution of Chartered Surveyors (RICS) Assured Shorthold Tenancy Agreement for an initial fixed term of 6 months. To end the tenancy, you must serve at least 2 months' notice, but the tenants need only give you 1 month notice. After the initial 6 month term, subject to your agreement, the tenancy can either continue monthly or be renewed for a new fixed term to give you peace of mind.

Willsons will ensure that the tenants are provided with the 'How to Rent' booklet produced by the Department of Communities & Local Government and any other prescribed documentation as required to enable an effective Notice to Quit to be served at any stage, with the correct notice, to end the tenancy after the initial 6 months.

Inventories: Before the tenants take occupation, Willsons can provide a comprehensive inspection of contents and schedule of condition collated in a detailed photographic Inventory which will then be agreed and signed between you and the tenants; a copy of the inventory will be sent to both parties. This document may prove invaluable when the tenancy ends and in the event of any deposit dispute. The costs are dependent on property size and are shown in the Service Charges.

Clients' Money: All monies received from the letting of your property is held in our Clients Premium Account at Barclays Bank Plc. Whilst you can be entitled to the interest earned on the money, you hereby agree to allow Willsons to retain this interest to save us charging for the extra costs incurred in calculating these small amounts. The monies are held in this account on your behalf i.e. it is not Willsons' money. You will be 'paid out' directly into your account by BACS once funds have cleared.

The above is in accordance with the recommendations from the Royal Institution of Chartered Surveyors (RICS). As an investor, we recommend you ensure you are adequately protected by the Financial Services Compensation Scheme (www.fscs.org.uk).

Rent Reviews: It is important to maintain rents at a market level. To achieve a fair balance for both you and your tenants, we aim to review rents as deemed appropriate. We will advise you accordingly where a rent review is appropriate and take your instructions.

Tenancy Deposit: The Tenancy Deposit can only be for an amount equivalent to 5 weeks' rent and it will be initially taken by Willsons before being transferred to the TDS. At the end, the deposit can only be retained in part or whole to rectify any damage (over and above fair wear and tear) caused by your out-going tenants at the end of the tenancy. It can also be used to recover unpaid rent, in full or in part.

Deposits from tenants must be protected via a registered tenancy deposit scheme with prescribed information given to tenants within the required timescale.

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN

Tel: 0845 226 7837

Web: www.tds.gb.com

Email: deposits@tds.gb.com

End of Tenancy: Once the tenants vacate your property, Willsons can provide a comprehensive check out to cross reference against the ingoing inventory. The costs are dependent on property size and are shown in the Service Charges. The Tenancy Deposit Scheme determine the release of deposit. If you require assistance with a deposit dispute, please note our charges in the 'Landlords Fees' document.

Spare Key: Willsons can retain a spare key(s), for the purpose of obtaining access to the property for essential use only. With authority, Willsons can get a spare key cut for the property.

3. REGULATION & COMPLIANCE

Willsons is 'Regulated by the Royal Institution of Chartered Surveyors' (RICS) and is a member of the Associates of Residential Letting Agents (ARLA) as well as a registered member of The Property Ombudsman (TPO).

Willsons operates a complaint handling procedure which is available upon request.

Please detail any potential conflict of interest which may exist between you and Willsons (including an employee) which needs to be disclosed i.e. any business association or family relationship.

4. MONEY LAUNDERING REGULATIONS

Willsons are required to comply with the money laundering regulations and to retain on file verification of the identity of all new landlords. You will need to provide us with a copy of your passport or UK Photocard Driving License and bank statement or utility bill to confirm your postal address.

5. LANDLORD ACCEPTANCE OF TERMS OF BUSINESS

Willsons require you as the landlord(s) to sign the "Landlords Acceptance of Terms of Business" attached to this document and to return to us together with ID and Property information, prior to any service being provided by Willsons. This is to ensure you, as the landlord(s) are fully aware of our Terms of Business.

6. TERMINATING THIS CONTRACT

Either party may terminate this agreement at any time by giving the other party two month's written notice.

If Willsons' Fully Managed Service is cancelled by the Landlord within 18 months of being instructed, the Landlord agrees to reimburse Willsons for all associated costs incurred with the letting of the property over and above the Let Only Service. Please see the 'Landlords Fees' document for breakdown of charges.

You, as landlord, agree to pay the following:-

- Any costs incurred by an applicant for your property if the tenant does not take up residence.
- Should this agreement be Terminated by you, as landlord, prior to your property being let or not, you shall remain liable for all fees associated with the services engaged.
- Any other fees and expenses that are properly due to Willsons or a contractor in accordance with this agreement.

Willsons SINCE 1842	Services included: see 'Landlords Fees' document for costs	Fully Managed	Rent Collection	Let Only
Market appraisal to ascertain lettings market value		✓	✓	✓
Ensuring full compliance upon signing of the tenancy agreement		✓	✓	✓
Advertising online as well as through our extensive mailing lists		✓	✓	✓
'To Let' board to be erected at the property (if agreed with Landlord)		✓	✓	✓
Arranging and undertaking viewings		✓	✓	✓
Obtaining Tenants ID		✓	✓	✓
Processing Tenant's through referencing and credit checks (up to 2 tenants – additional tenants chargeable)		✓	✓	✓
Processing Guarantor's through referencing and credit checks (if required)				
Undertaking start of tenancy inventory and obtaining meter readings		✓		
Preparation of Assured Shorthold Tenancy (AST)		✓	✓	✓
Obtaining tenants signatures on AST and providing prescribed information		✓	✓	✓
Holding spare keys for the duration of the tenancy		✓		
Collecting first months rent upfront		✓	✓	✓
Collecting monthly rent and providing emailed statement		✓	✓	
Chasing late or unpaid rent and advising on rent arrears		✓	✓	
Advising ELDC and Anglian Water of change of occupier		✓		
Arranging for routine repairs		✓		
Arranging for certificates such as EPC, Gas Safety, Electrical Installation etc.		✓		
Registering the deposit with TDS		✓		
Assisting with deposit disputes (Statutory Declaration charges in addition if required)		✓		
Periodic property inspections		✓		
Rent Review (no more frequently that every 12 months)		✓		
Serving of Notices i.e. Section 21 and Section 8				
End of tenancy check out		✓		



LANDLORDS ACCEPTANCE OF TERMS OF ENGAGEMENT

Address of Property to be Let
.....
..... Post Code

Landlords Full Name(s)
.....
(Full names must be provided, if the property is owned jointly please provide the names of all owners.)

Correspondence Address
..... Post Code
Telephone Mobile
Email Address for Statements

Bank Details for Rent Payments

Name(s) of Account Holder(s)
.....
Sort Code Account Number

Level of Service: Please note Willsons’ associated charges for each service, as detailed on the ‘Landlords Fees’ document.

☐ **Fully Managed Service**

☐ **Rent Collection Service**

☐ **Let Only Service**

Name

Signature

Date