

Waterford's *W*



Landlord's guide



Goodlord works alongside forward-thinking agents who want to give you more

Goodlord helps tenants get into your property faster, while keeping you fully informed and compliant with your legal obligations.

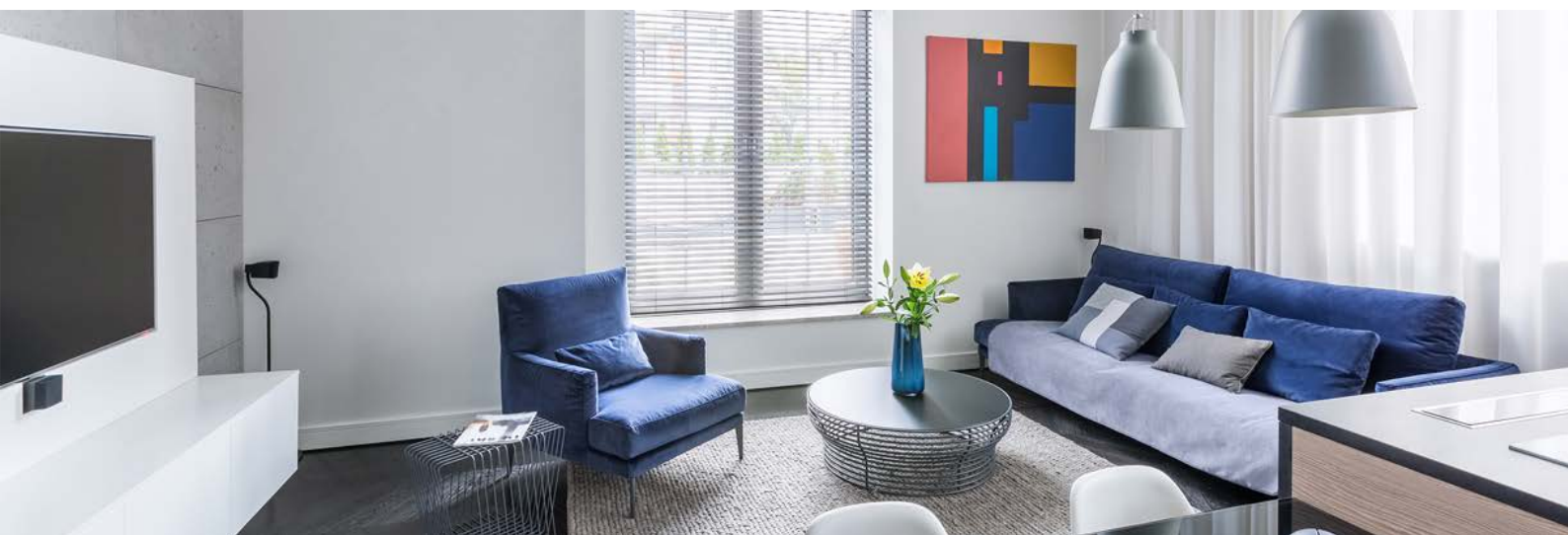
We've partnered with Goodlord to offer our tenants and landlords a speedy rental experience that can be completed from anywhere. This online platform helps tenants get into their new homes as quickly as possible, with a streamlined, digital application process including contract signing, deposit payments and an audit trail of all documents supplied to help landlords stay compliant.

Goodlord's cloud-based solution also offers extra products, making the referencing journey easier than ever before with the latest technologies, such as open banking and bank-grade ID checks, and giving our tenants and landlords access to exclusive services. From broadband and media offers and utility switching options for tenants, to Rent Protection Insurance and void management opportunities for our landlords, Goodlord helps us to meet all your rental needs.

Goodlord also helps us choose the best tenants for your property, with robust referencing checks; provides you with Rent Protection Insurance, to help protect your income; and makes sure you stay compliant, with all relevant documents provided to your tenants at the right time.

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Meet the senior lettings team



SAMUEL CHARLTON
DIRECTOR



JESSICA BEARD
HEAD OF PROPERTY MANAGEMENT



MATT BLACKMAN
MANAGER



TrustScore
4.9 out of 5



Get Agent Review
4.8 out of 5



Google Review Summary
4.7 out of 5

“Cannot fault Waterfords property management team. After managing our properties ourselves, We decided to let Waterfords look after some of them. This has taken a huge weight off our shoulders. Such a lovely, professional team who are always there to ensure they run smoothly. Can't recommend them enough.”

Neil Slade, Waterfords Landlord

“I have worked with Waterfords for a number of years and have found them to be a very professional team of lettings specialists. They are extremely customer-focused and put their clients at the forefront of their business.

In particular, Sam Charlton has worked with his team to ensure that customers are provided with the high levels of service that go above and beyond the expectations of the market.

All and all they are a stand out agent that are worthy of the high levels of praise they receive. Keep up the fantastic work!”

Mark Taylor, Waterfords Landlord

Welcome

Waterfords is an independent company covering Surrey, Hampshire and Berkshire, offering a personal and professional service. Our experienced lettings staff are able to provide advice and information on all aspects of letting a property.

Whether you wish to let your own home or are thinking of investing in a Buy To Let property, Waterfords Lettings specialists can guide you through the process, even visiting prospective properties, to ensure that you get the best return on your investment.

Waterfords are also members of ARLA (Association of Residential Letting Agents). Membership of this organisation demonstrates a thorough knowledge of the profession and adherence to a code of practice providing a framework of ethical and professional standards.



YATELEY LETTINGS



CAMBERLEY LETTINGS



FLEET LETTINGS & PROPERTY MANAGEMENT



Service Options

We offer three levels of service to accommodate the differing needs of our clients, from Finding a Tenant to Rent Collection and Full Management. These services include:

- ▶ Market appraisal of the property
- ▶ Photography & Floorplans
- ▶ Property advertising on the Waterfords Website & marketing portals such as Rightmove & Boomin
- ▶ Property details displayed in Waterfords offices
- ▶ Association with Relocation Companies & many large international corporations relocating staff
- ▶ Accompanied viewings
- ▶ Independent referencing*
- ▶ Preparation of Tenancy Agreement*
- ▶ Rent & Legal Protection*
- ▶ Buildings & Contents insurance*
- ▶ Arrangement of gas & electrical safety checks to comply with current regulations*
- ▶ Organise for an independent inventory of the property, to include its contents and condition*
- ▶ Collect & hold the deposit as stakeholder in our Client Account*
- ▶ Liaising with both parties regarding renewal of the tenancy or termination*
- ▶ Serve appropriate notices on tenants following Landlord instructions*
- ▶ Dedicated Move in Co-Ordinator & Property Management Department

*Additional charges may apply



For more information on our Property Management Packages, refer to the insert in your Landlord folder or visit:

waterfords.co.uk

Presenting your property

Whether you are looking to let your own home, or have an investment property to let, it is important to ensure the property is presented in good order throughout. This will help to attract a good quality tenant and maximise the potential rental income.

Ideally, a property should be well decorated throughout, and we suggest neutral colours such as magnolia, cream or white. Kitchens and bathrooms should be modern and well equipped.

The following are generally expected to be provided:

- ▶ Carpets & curtains in neutral colours
- ▶ Light fittings complete with working bulbs
- ▶ TV aerial & telephone line
- ▶ Kitchen appliances such as fridge, cooker and washing machine
- ▶ Bathroom with shower attachment or shower unit
- ▶ Shower rail & curtain or shower screen
- ▶ Bathroom cabinet, towel rail, mirror and toilet roll holder
- ▶ Dustbins
- ▶ Instruction booklets for all appliances
- ▶ At least three sets of keys





It is extremely helpful to a tenant to supply an information pack to contain such details as:

- ▶ Dustbin collection day
- ▶ Parking arrangements, identifying allocated garage/parking space and those available for visitors
- ▶ Location of meters
- ▶ Any shared communal areas, ie, location of dustbins, or clothes drying area
- ▶ Copies of any appliance warranties/service contracts
- ▶ Utility, telephone and television service providers

We recommend that a property, including the windows and carpets, are professionally cleaned, prior to the commencement of a tenancy. The garden should also be left in a seasonal condition. If a garage is available to use, this should be left empty and secure.

If letting a property on a Furnished basis, the property should be uncluttered and personal items such as ornaments, books, etc., should be removed. All soft furnishings must also comply with safety regulations. The main items generally required would be:

- ▶ Sofas
- ▶ Dining table and chairs
- ▶ Kitchen equipment
- ▶ Iron, ironing board & Hoover
- ▶ Beds & bedside tables
- ▶ Wardrobes (if not fitted)
- ▶ Lawnmower & basic garden tools

We would be happy to advise you further regarding the presentation of your property.

Gas Safety Regulations

1998

The Gas Safety (Installation and Use) Regulations 1998 came into force on 31st October 1998 consolidating the three previous sets of regulations and making some additional changes. The regulations contain several general provisions relating to the supply and installation of gas appliances and equipment, but there are specific provisions relating to Landlords.

Who must comply?

Any Landlord letting property on a lease of less than seven years must comply with the regulations. This will include assured and assured shorthold tenancies, and regulated tenancies both for a fixed period and periodic.

The regulations apply to gas appliances owned by the Landlord and any gas appliance or installation pipe work which directly, or indirectly, serve the property. The regulations initially came into force in October 1994 but have been strengthened by amendments in April and October 1996 and finally by the consolidation in 1998.



Gas Safety Regulations 1998

What are the requirements?

1. The Landlord must ensure that any gas fittings and flues which serve the gas fittings of tenanted premises must be maintained in a safe condition.
2. Every appliance and flue must be checked for safety within twelve months of installation, and afterwards at intervals of not less than twelve months since the last safety check.
3. All work carried out to gas fittings or any safety checks must be done by a suitably qualified installer, currently a Gas Safe registered installer.
4. Landlords must keep records for a period of two years from the date of each check and must make available upon request the original record or a copy of it.
5. Landlords must give every new tenant at the commencement of the tenancy a copy of the last available record of the safety check.
6. If the safety check is renewed during the period of the tenancy the Landlord must give every tenant a copy of the safety record within twenty-eight days of the safety check being carried out.
7. Any room occupied for sleeping accommodation must not contain a gas fitting unless it is a room sealed appliance.
8. The Landlord should ensure that instructions are available at the premises for all gas appliances and fittings.

Ventilation

All gas appliances require adequate ventilation in order to ensure correct working and safety. The Landlord must ensure that adequate ventilation is provided at the property and that care has been taken not to block any ventilation duct.

What action is required?

1. Ensure instruction books are available at the property for all gas appliances.
2. Get all gas appliances checked by a Gas Safe registered installer prior to letting the property.
3. Keep all records of the annual maintenance inspections and of any remedial or other work carried out to the appliances.
4. Make sure that the annual inspection check is carried out on an annual basis and that the appliances and ventilation are reviewed regularly to make sure that they are in good working order.

What happens if I fail to comply?

The maximum penalty for non-compliance with the regulations is £6,000.00 per item and/or six months imprisonment, however, the Landlord should be aware that if there is a fatality, he may face prosecution for manslaughter. Please be advised Waterfords charge £108 for a Gas Safety Certificate or £170 for a Gas Safety Certificate with a Boiler Service.

The Blind Cord Regulations

2014

The Blind Cord Regulations 2014 were introduced to enhance child safety by reducing the risk of strangulation from window blind cords and chains, which is a particular concern in homes with young children.

As a landlord, it is important to ensure that all window blinds, curtains, and similar products with cords and chains in your property are compliant with these regulations. This includes fitting safety devices such as cord tidies, cleats, or using cordless blinds, which are designed to keep cords out of reach and reduce the risk of accidents.

If the property contains blinds with cords or chains, they must be inspected regularly to ensure they are safe and meet the required standards, such as the BS EN 13120:2009+A1:2014 safety standard. Furthermore, safety devices should be installed according to the manufacturer's guidelines to prevent cords from becoming a strangulation hazard.

It is also important to check that cords are positioned at a height of at least 1.5 metres from the floor, particularly in homes with children under 42 months. Failure to comply with these regulations can result in penalties, including fines. While tenants should inform landlords if any safety issues arise, landlords are responsible for ensuring the property remains safe. This includes conducting regular safety checks, installing safety devices or replacing unsafe blinds, and educating tenants on the importance of blind cord safety.

By following these steps, landlords can ensure the safety of young children in their properties and remain compliant with the law.



The Smoke and Carbon Monoxide Alarm (amendment) Regulations

2022

The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 require landlords to ensure that, from 1st October 2015, at least one smoke alarm is installed on each storey of a rental property used as living accommodation. Additionally, a carbon monoxide alarm must be installed in any room used as living accommodation where solid fuel is used. Landlords are responsible for ensuring that these alarms are in working order at the start of each new tenancy. During the tenancy, it is the tenant's responsibility to ensure that the smoke and carbon monoxide alarms remain in working condition. Tenants are advised to test the alarms regularly for their own safety. It is important to note that heat detectors are not a replacement for smoke alarms.

Are hard wired or battery powered smoke and carbon monoxide alarms better?

The regulations do not specify the type of alarms to be installed. Landlords are encouraged to make an informed decision based on their property and tenant needs, choosing the best alarms accordingly.

What is a solid fuel burning appliance?

A solid fuel burning appliance is any appliance that uses solid fuel, such as coal or wood, as its power source. A non-functional purely decorative fireplace would not be considered a solid fuel burning appliance.

What happens if I do not install the required alarms?

Local housing authorities are responsible for enforcing the regulations. They will issue a remedial notice requiring the landlord to fit and/or test the alarms within 28 days. If the landlord fails to comply with the notice, the local housing authority, with the tenant's consent, must arrange for the alarms to be installed and/or tested. Additionally, the local housing authority can levy a civil penalty charge on the landlord of up to £5,000.

The Plug and Socket etc. Safety Regulations and Electrical Equipment Safety Regulations 1994

The Electrical Equipment Safety Regulations and the Plugs and Sockets Safety Regulations require that all electrical appliances supplied must be safe. This will include an appropriately fixed and fitted plug on the appliance. The equipment should either have instructions shown on the appliance or should have an instruction book supplied.



The Plug and Socket etc. Safety Regulations and Electrical Equipment Safety Regulations 1994

As part of Electrical Safety Standards regulation landlords must have an Electrical Installation Condition Report (EICR) carried out every five years. Waterfords also recommend that a Portable Appliance Test (PAT) be carried out every two years.

What are the legal requirements?

1. **Appliances** – all the appliances supplied in a property after 1st January 1997 must be marked with the appropriate CE symbol.
2. **Safety** – all electrical appliances must be safe. This applies to items of both alternate and direct current which means the Landlord will have to ensure that such appliances as kettles, toasters, irons and television sets are safe as well as fixed appliances such as electric cookers and immersion heaters. Safety includes the lead.
3. **Instruction books** – manufacturers' instruction manuals should be provided for each appliance supplied at the premises. The instructions can either be shown on the appliance, or an instruction book can be supplied. This will help to ensure the safety of the tenant.
4. **Plugs** – all plugs must have a safety sheath, be fitted with the correct fuse and appropriately fitted and fixed to the appliance.

What happens if I fail to comply?

The maximum penalty for non-compliance with the regulations £5,000.00 and /or three months imprisonment if there is a risk of fire to the property or injury or death to an animal. If the risk is to the life of a human being, the penalty may be up to twelve months imprisonment.

What should be tested?

The Landlord should have all portable and fixed electrical appliances at the property tested. The regulations apply to any electrical equipment between 50 and 1000 volts A.C and 75 and 1500 Volts D.C. This will include kettles, toasters, irons, television sets, electrical cookers, kitchen appliances, immersion heaters and wall mounted electric heaters. The Landlord also has a statutory duty to maintain the mains wiring to the property.

What should I do?

The Landlord should arrange to have both safety checks carried out by a suitably qualified tradesperson prior to the commencement of the first tenancy and at appropriate intervals thereafter. It is a legal requirement for the mains wiring is checked in a domestic environment prior to the initial tenancy and every five years thereafter. It is recommended that the portable appliances are checked prior to the initial tenancy and every two years thereafter.

Records should be kept of all appliances tested and checks carried out. Any remedial works carried out to appliances should also be noted.

Leads on appliances such as irons, toasters and kettles should be checked regularly as worn or frayed leads can be dangerous. Any defective lead should be replaced immediately, or the appliance should be replaced.

Prices will be based on size of property, a quote can be supplied on request.

The Furniture and Furnishings (fire) Safety Regulations

1988 & 1993 (amendment)

The regulations concerning furniture in rented properties have been tightened to apply to all accommodation available in the residential lettings market from 1st January 1997.

Landlords letting residential property must ensure that all of their furniture is fire resistant to comply with the regulations, otherwise they will be committing a criminal offence.

The penalty for this offence is a fine of up to £5,000 and/or six months imprisonment.



The Furniture and Furnishings (fire) Safety Regulations 1988 & 1993 (amendment)

What does fire resistant mean?

“Fire resistant” means that the furniture must pass the “ignitability test” as well as the “cigarette test” and the “match test”. This means that all suitable furniture must have:

- ▶ Covers which cannot be set alight by applying a lighted match to them
- ▶ Covers which do not ignite if a smouldering cigarette is applied
- ▶ Filling materials which pass an ignitability test
- ▶ Permanent labelling proving that the item complies with the regulations

The filling must comply with the regulations as well as the covers, because it is the toxic fumes from the fillings which are the cause of death.

Any furniture manufactured prior to 1st January 1950 need not comply with the regulations, as the toxic substances were not used in manufacturing prior to this date. Period or antique furniture is therefore exempt.

What furniture must comply?

All upholstered furniture must comply with the regulations. These include:

- ▶ Three piece suites, armchairs and sofas
- ▶ Beds, headboards, mattresses, divans and bed bases
- ▶ Sofa beds, futons and other convertible furniture
- ▶ Nursery and children’s furniture
- ▶ Loose, stretch and fitted covers for furniture
- ▶ Scatter cushions and seat pads
- ▶ Pillows
- ▶ Garden furniture suitable for use in a dwelling

The regulations to not apply to:

- ▶ Bedding including duvets and bed sheets
- ▶ Carpets or curtains
- ▶ Furniture manufactured before 1st January 1950

The Furniture and Furnishings (fire) Safety Regulations 1988 & 1993 (amendment)

How can the Landlord tell whether the furniture complies?

The correct method of displaying compliance is to check that a permanent label is present on all items of furniture. This will apply to new or second hand furniture. Landlords should always check that an item of furniture has a permanent label before making a purchase, beds and padded bases rarely carry a label, but if the item complies with BS7177, it should meet the required standard. The trading standards department can give guidance, in case of doubt.

Can the Regulations be avoided?

No! It is an offence to either:

- ▶ Give the furniture to the tenant
- ▶ Sell the furniture to the tenant
- ▶ Obtain an indemnity from the tenant that they do not mind that the furniture does not comply with regulations
- ▶ To store the furniture so that the tenant can put it back in the premises
- ▶ To leave the items of the inventory inferring that they do not exist

What action should the Landlord take?

1. Do not buy or provide any furniture for a residential letting that does not comply with the regulations. Check that all items carry a permanent label.
2. Keep all receipts and invoices denoting purchase and if a label becomes detached keep it in a safe place in case it is necessary to prove to the agent, the tenant, or other party that the furniture did comply with the regulations.
3. Ensure that the permanent labels are noted on the inventory.



EPC Regulations 2007 and Minimum Energy Efficiency Standards Regulations 2018

To comply with the EPC Regulations 2007, all new tenancies in England and Wales are required to have a valid Energy Performance Certificate (EPC). When marketing a property there must either be a valid EPC or evidence provided that an EPC has been arranged. An EPC is valid for 10 years and Waterfords can arrange for this to be carried out on a Landlord's behalf, through our approved contractor for £120.00 inclusive of VAT.

What does an EPC look like?

EPC's look similar to the Energy labels found on domestic appliances such as fridges and washing machines. The energy efficiency and environmental impact of your property will be rated on a scale from A – G (where A is the most efficient and G is the least efficient). Current running costs for heating, hot water and lighting will be shown on the certificate, together with a list of recommended energy saving improvements.

How do the Minimum Energy Efficiency Standards Regulations 2018 affect Landlords?

From 1st April 2018, landlords are required to achieve a minimum rating of E on the EPC for their rental property. Landlords are legally obligated to make energy efficiency improvements if the report has an EPC rating lower than an E for any new tenancies and renewals. Therefore, if your EPC report has a rating of either an F or G, you are legally required to make energy efficiency improvements. Unless there is an accepted exemption and the exemption is registered on the Public Exemptions Register, landlords face a penalty of up to £4,000 for failure to meet the minimum efficiency grade. The minimum requirement of an E rating will be required for all existing tenancies from April 2020.

To clarify the meaning of new and renewed tenancy – if any of the following occur after 1st April 2018, you will be obligated to achieve the minimum required rating:

- ▶ A new Assured Shorthold Tenancy (AST) is created and entered into
- ▶ If the existing AST is renewed or extended by agreement with the tenant on a further fixed term.

Legionnaires' Disease

What is Legionnaires' disease?

Legionnaires' Disease is a possibly fatal form of pneumonia caused by the inhalation of contaminated water droplets containing Legionella. It is possible for all hot and cold-water systems to provide an environment where Legionella can grow. Where there are conditions such as a suitable growth temperature range, water droplets produced and dispersed, water stored and recirculated, food for the organism to grow such as rust, sludge, scale, biofilm then the bacteria may multiply therefore increasing the risk of exposure. It is important that the risks in both small and large systems are managed effectively.

What is my responsibility?

It is a Landlord's legal responsibility to ensure the health and safety of the tenants by keeping the property safe and free from potential health hazards. It is the Landlord's duty to assess the risk from exposure to Legionella to ensure the safety of the tenants. Landlords can self-assess or alternatively Waterfords can arrange an independent contractor to complete a risk assessment this will be charged at the cost of £108 inc VAT.

What steps can I take prior to letting a property to prevent Legionnaire's disease?

We would recommend taking the following steps prior to letting a property:

- Flushing out the system
- Avoiding debris getting into the system
- Setting control parameters
- Ensure any redundant pipework identified is removed

What actions should I take if my property is left vacant?

It is important that water is not allowed to stagnate within the water system and properties that are left vacant for extended periods of time should be closely monitored. We would recommend that outlets on hot and cold-water systems should be used at least once a week to maintain water flow and minimise stagnation. To manage the risks during a vacant period, consideration should be given to implementing a suitable flushing regime or other measures such as draining the system if the property remains vacant for long periods.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

The Electrical Safety Standards (England) 2020 legislation came into force on the 1st June 2020. The legislation requires landlords to have an Electrical Installation Condition Report (EICR) carried out by a qualified professional for any property they own and let out.

Who must comply?

Any landlord letting property must comply with the regulations. This will include assured and assured shorthold, and regulated tenancies both for fixed term and periodic. who has not let their property before and is now marketing their property to let for the first time, as well as any existing landlord who has a new tenancy beginning on or after 1st July 2020. Any landlord with a property that is already let and currently tenanted will need to ensure their property adheres to regulations before 1st April 2021.

What are the requirements?

1. Landlords will need to have their electrical installations and wiring checked by a qualified professional, before letting the property, and ensure a written copy of the report is received from the person conducting the inspection.
2. The test will need to be carried out every 5 years, or sooner if the individual report requires it.
3. Houses of multiple occupation (HMO's) must also comply. Any tenancy agreement where the tenants share amenities such as kitchen or washing facilities with the landlord or a member of the landlord's family are exempt from the legislation.
4. All tenants of the property must be provided a copy of the report within 28 days of the inspection. If the report has been instructed by Waterfords, Waterfords will supply landlords and tenants with a copy of the report upon receipt from the instructed professional.
5. Landlords must provide a copy of the report to Waterfords if they choose to have the inspection carried out by a third party supplier instructed by themselves.
6. Landlords, or Waterfords if we are acting on your behalf, must provide a copy of the report to the local authorities within 7 days, if requested.



What happens if I fail to comply?

Failure to comply with the legislation can result in up to a £30,000 fine from local authorities.

What if remedial works are required?

If the EICR highlights remedial work that needs to be carried out, this must be carried out within 28 days, or sooner if the period specified in the report is less than 28 days. It is also a requirement that the qualified professional who undertakes the remedial works, provides written confirmation that the works have been carried out and the electrical safety requirements have now been met.

Waterfords will be more than happy to assist in booking in for an EICR to be carried out at your property by our long trusted and highly qualified electricians. This will mean we will be able to take care of the whole process for you, including supplying a copy to all associated parties and booking in any remedial works which may be needed. One important thing to note is the cost of an EICR can vary dependent on the size of your property, so please speak to a member of our team for a quote.

House in Multiple Occupation (HMO) Regulations

There are three different types of House in Multiple Occupation (HMO); a household, unlicensed and licensed HMO.

What is a Household HMO?

A household HMO is the most common and it is when either a single person or members of the same family who live together. A family includes people who are married or living together - including people in same-sex relationships, relatives or half-relatives, for example grandparents, aunts, uncles, siblings, step-parents and step-children. With a household HMO there are no additional legal obligations.

What is an unlicensed HMO?

An unlicensed HMO is when at least 3 tenants live there forming more than 1 household and the tenants share toilet, bathroom or kitchen facilities.

What is a licensed HMO?

A licensed HMO is when at least 5 tenants live there forming more than 1 household and the tenants share toilet, bathroom or kitchen facilities with other tenants. If you are a landlord of a licensed HMO, you must meet certain standards and obligations, including a license from the local council. Landlords need to ensure that property fire safety measures are in place, including working smoke alarms in each bedroom, that there are enough cooking and bathroom facilities for the number of people living within the property, that the communal areas and shared facilities are clean and in good repair and that the bedroom sizes comply with the minimum bedroom sizes. The license restrictions and requirements are different in each area as these are dictated by the local Council, therefore we recommend that any queries in relation to this are raised with the local Council directly in the first instance. A Landlord can be fined and ordered to repay up to 12 months' rent to tenants where tenants live in an HMO that should be licensed but isn't. If a current copy of the HMO license is unable to be provided during a tenancy, Waterfords will be unable to serve a section 21 notice as the notice would legally be invalid.

What is my responsibility?

It is the landlords responsibility to set up and renew the HMO license, if required prior to a tenancy commencing and when the license expires. Waterfords are not responsible for the HMO license.

Please contact your local council borough for further information.

The Debt Respite Scheme (Breathing space moratorium and mental health crisis moratorium) Regulations 2020

The Debt Respite Scheme Regulations 2020 (the “Regulations”) were passed in November 2020 and came into force in May 2021 with the aim to help people with problem debt, including those facing mental health issues, to get their finances under control.



The Debt Respite Scheme (Breathing space moratorium and mental health crisis moratorium) Regulations 2020

What types of breathing space are there?

There are two types of breathing space:

1. A standard breathing space is available to all debtors, including tenants, and gives them legal protections from their creditors, including their landlords, actions for up to 60 days. The protection also includes a stay on enforcement action including anyone who is jointly liable with the tenant i.e. joint tenants and prohibits contact from the landlord unless they have the permission of the court. Landlords are further not entitled to add any interest or charges, including legal costs, to the rental arrears.
2. A mental health crisis breathing space is only available to someone who is receiving mental health crisis treatment and it has some stronger protections. If an Approved Mental Health Professional (AMHP) certifies that a person is receiving mental health crisis treatment, the AMHP's evidence can be used by a debt adviser to start a mental health crisis breathing space. If a tenant obtains a mental health crisis breathing space then that lasts as long as the person's mental health crisis treatment, plus 30 days irrespective of how long the crisis treatment lasts.

How will this affect me as a landlord?

Where a tenant obtains a breathing space then any rent arrears cannot be pursued in any way, interest cannot be accrued during this period, and any legal proceedings initiated based on those rent arrears must be put on hold during the term of the breathing space. If your property is managed, or the rent is collected by Waterfords, the property management team will be able to advise on the next steps and the actions we can take in this situation.

How can I protect myself as a landlord?

At the start of the tenancy, and sometimes during a tenancy, you can protect yourself by setting up a Rent Recovery Plus policy. This will ensure that, whatever the tenant's financial situation, you will continue to receive rent payments. The policy will also cover legal costs so, if action is required, the cost of these will also be covered.

Terms & Conditions of Business

Waterfords (Estate Agents) Limited

Lettings Agreement of Terms

Marketing Agreement Terms & Conditions

Registered Office:

35 Plough Road, Rose Bank Parade

Yateley, GU46 7UW

Company Number: 3089973



Residential Lettings & Property Management

1. Appointment of Agent

Sole Agency

By instructing Waterfords as a sole agent you agree to pay Waterfords lettings fees in full if you let your property to a Tenant introduced by us or another Agent during the agreed period of sole agency, or to a party with whom we have undertaken negotiations on your behalf even if those negotiations do not give rise to the successful let. Until a tenancy agreement is signed, seven days notice will be required by either party to terminate this agreement.

Joint Agency

By instructing Waterfords as a joint Agent you agree to pay Waterfords letting fees if you let your property to a tenant introduced by us or to a party with whom we have undertaken negotiations on your behalf even if those negotiations do not give rise to the successful let. Until a tenancy agreement is signed, seven days notice will be required by either party to terminate this agreement.

2. Sub-Letting

In the case of Leasehold properties, it is essential that the intended let is permitted within the head lease, that the period of the let does not exceed beyond the termination of your head lease and that your Lessor's written permission to let is obtained, as well as notifying us of any head lease obligations that may be requested to be added to our tenancy agreement.

3. Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagees to let the property unfurnished/furnished. It is the duty of the Landlord to obtain the mortgagee's permission to let (if required) in writing, at the earliest date rather than applying for this when a tenant is found. Waterfords cannot be held liable for any resultant outcome of the failure of the Landlord to seek the said permission. Most mortgages enable the lender to withhold permission without providing a reason. A copy of the mortgagee's permission to let your property must be forwarded to Waterfords Lettings prior to the commencement of any tenancy.

4. Fees

For introducing a tenant who is accepted by you, or whom you have given us or our assignees authority to accept on your behalf, and who completes a Tenancy Agreement, our commission will be charged as follows:-

Tenant Find

- i) Our management charges will be payable 10% inc VAT of the gross rental. All fees are payable in full at the commencement of the tenancy. Where practical we will deduct our commission from the first month's rent, which we collect on your behalf and forward the balance in the form of a cheque or by Bacs payment. Thereafter, the rent will be paid by the tenant, direct to you. All fees/commission are subject to VAT.

- ii) A setup fee of £360 inc VAT is applicable to each new tenancy. This includes the administration charge of the new tenancy, the marketing of the property and the tenancy agreement
- iii) An administration fee of £60 inc VAT will be due per tenancy towards Waterfords membership of The Tenancy Deposit Scheme.
- iv) With regard to extended tenancies, whether or not negotiated by us or our assignees, a renewal administration fee of £240.00 inc VAT will apply for providing the extension documentation, if required.
- v) The total amount of commission due is payable at the commencement of each tenancy.
- vi) If you would like Waterfords to assist with any other services there will be an administration charge applied.

Tenant Find and Rent Collection

- vii) 14.4% inc VAT of the gross rental. All fees are for the full term of the tenancy and will be deducted from the monthly rental income that we receive. All fees/commission are subject to VAT.
- viii) A setup fee of £360 inc VAT is applicable to each new tenancy. This includes the administration charge to Landlords towards Waterfords membership of The Tenancy Deposit Scheme, per tenancy
- ix) With regard to extended tenancies, whether or not negotiated by us or our assignees, Commission is payable at the same rate plus VAT. A renewal administration fee of £150.00 inc VAT will also apply for providing the extension documents.
- x) If you would like Waterfords to assist with any other services there will be an administration charge applied.

Full Management

- xi) 20.4% inc VAT of the gross rental. All fees are for the full term of the tenancy and will be deducted from the monthly rental income that we receive.
- xii) A set-up fee of £360 inc VAT is applicable to each new tenancy. This includes the administration charge to Landlords towards Waterfords membership of The Tenancy Deposit Scheme, per tenancy
- xiii) With regard to extended tenancies, whether or not negotiated by us or our assignees, Commission is payable at the same rate plus VAT. A renewal administration fee of £150.00 inc VAT will also apply for providing the extension documents.
- xiv) Our management charges will be payable in advance at the rate as above 4 (vii) of the total rent under the terms of the Agreement, and any extension will be in addition to our letting fee. Fee increased yearly by 0.5% inclusive of VAT of the rental, capped at 20.4% inc. VAT (17%+VAT).

The following notes relate to Tenant Find, Tenant Find & Rent Collection and Full Management services:-

- xv) Fees are due and payable even if the landlord dispenses with the services of the agent or their assignees during the tenancy, or tenant fails to pay rent.
- xvi) The agent or their assignees reserve the right to retain any interest or commission obtained while carrying out duties on behalf of the Landlord.

5. Services

The services included in our commission (if required by you) are:

- i) Preparation and submission of rent statements (does not apply to Tenant Find).
- ii) Collection and holding of the deposit (if we prepare the Assured Shorthold Tenancy Agreement) as Stakeholder, payable by the tenant against damages, under the terms of the Tenancy Deposit Scheme (see part 13).
- iii) For Fully Managed properties, notification to service companies (gas, electricity and water authority) at the commencement and termination of the letting. Notification to the local authority for council tax purposes. (This only applies if we have been asked to arrange the check-in and check-out of the property). We would also advise landlords that the utility companies do not always action our instructions and the telephone companies will not take our instructions.
- iv) For Fully Managed properties, the drafting and service of the Section 21 Notice, giving the Tenants the required 2 month's notice to terminate the tenancy. This must be requested in writing and can only be undertaken if a Waterfords Tenancy Agreement has been used. If Waterfords have been instructed on a Tenant Find or Rent Collection basis, this will be at a cost of £60 inc VAT which must be paid in advance of the notice being drafted/served. We require seven working days notice to action this on your behalf.
- v) Preparation of the Tenancy Agreement.

6. Referencing

Waterfords strongly recommend that you proceed with independent referencing. It is recommended that each tenant over the age of 18 years old and each guarantor (if applicable) undertakes the full referencing process by an independent company. The referencing process includes but is not limited to a full credit check, previous landlords reference (if applicable) and employment reference (if applicable). The cost for each individual reference obtained is £60.00 inclusive of VAT. Please be advised that this charge is applicable whether the referencing reports are satisfactory or unsatisfactory. Waterfords can give no warranties to the suitability of a prospective tenant and Waterfords hold no responsibility for the quality of the tenants provided.

7. The Rent

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf must be inclusive of all outgoing for which you are responsible (ground rent, service charges, etc.) with the exception of gas, electricity, the telephone service and fuel oil where there is an independent oil fired heating system, the Council Tax and water rates.

The rent shall be paid to the landlord within 7 working days of receiving the tenants rent in cleared funds.

Where any rent is paid by the Tenant in advance for example in a block in excess of one month, Waterfords commission will also be taken in advance and in full. Should this arrangement give rise to an over payment of commission Waterfords will refund the required sum to the Landlord.

8. Inventories and Schedule of Condition

Inventory Clerks are not employed by Waterfords. We can, however, if required, instruct established independent firms to act on your behalf. While care will be taken in giving instructions to Inventory Clerks, we cannot accept liability for any error or omission on their part. The charges for the preparation of the inventory, the check in at the start of the tenancy and the check out at the end of the tenancy, are payable by the Landlord. These fees are available on request. Unless we are fully managing the property, any dilapidations claim must be negotiated directly between the Landlord and the Tenant.

9. Tenancy Agreement

Unless we are instructed otherwise we use our standard form of Tenancy Agreement in respect of all unfurnished/furnished lettings. Landlords who use their own solicitors to prepare an agreement must be responsible for their solicitor's fees. The Tenant will be advised of the responsibility to pay the Stamp Duty Land Tax for the agreement within 30 days of the tenancy commencing, if the rent is in excess of £125,000 for the period.

If a tenancy is renewed, Waterfords will use their best endeavours to ensure the Landlord and Tenant sign the new Tenancy Agreement/Extension Document, by the start date of the new period of the tenancy. However, if the Landlord or Tenant, fails to return these signed documents the tenancy will continue as a Periodic Tenancy until either party gives notice in writing to terminate. While Waterfords will exercise all endeavours to obtain the signed extension documents Waterfords shall have no liability if either party fails to return them.

10. Renewal

Approximately three months before the initial term of the tenancy expired or three months before the existing renewal agreement expires, you will be contacted by the property management department to ask for confirmation as to how you would like to proceed with the renewal. Once written confirmation is received on how you would like to proceed, the property management department will contact the tenant to negotiate the renewal, including the renewal term and a rent increase, if applicable. Once the tenant has confirmed that they wish to proceed with the renewal, we shall draw up a renewal document on your behalf and send this to both parties for signature. Once both parties have signed the renewal document, Waterfords will arrange to reregister the tenants deposit with the TDS if we hold the deposit on your behalf. Effective from the 1st June 2019 we legally are only able to hold up to 5 weeks deposit for a tenancy, therefore if the deposit that we are in receipt of is higher, we will arrange for this to be returned to the tenants. Please be advised that the renewal fee is £150.00 inclusive of VAT and this is payable prior to the renewal documents being drawn up.

11. Rent Remittances

Present banking arrangements are such that it is necessary for us to allow approximately fourteen days for rent cheques to be cleared and five days for standing orders before transferring monies to clients' accounts. No rent will be payable to you until we hold cleared funds from the tenant. Landlords should make arrangements with their bank to avoid any problems if rent is paid late or not paid by the Tenant. Waterfords cannot be held responsible if the Tenant fails to pay rent nor for any bank charges incurred by a Landlord due to late or non payment of rent by a Tenant.

12. Insurance

Make certain that the property and contents are adequately insured and that you have informed your insurance company of your intention to let, as many household policies do not cover unfurnished/furnished lettings. We have details of buildings, contents and legal protection policies currently available, which can be provided on request. It is a legal requirement for a landlord to have the building insured and it is strongly recommended for the landlord to ensure that there is adequate insurance in place for the contents of the property, including fixtures and fittings.

13. House in Multiple Occupation (HMO)

If the property is to be let to 3 or more tenants, who form 2 or more households, you must contact the local Council to check for any particular requirements you may need to meet, particularly with regard to health and safety. You must also ascertain if a Licence is required and then apply and pay for such a Licence, if appropriate. Failure to comply could result in prosecution and a fine.

14. Rent Collection

Once a tenant has been found for the property, we can, if agreed, arrange to collect the rent on your behalf. Please refer to Part 4, Clause v.

15. Tenancy Deposit for Assured Shorthold Tenancies

Calendar Day 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 Dispute Service Limited.

“**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. Assured Shorthold Tenancy Deposits.

If a tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme. The landlord must give the tenant and any Relevant Person ‘prescribed information’ about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit. We are a member of the Tenancy Deposit Scheme, which is a government authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited

PO Box 1255

Hemel Hempstead

Herts HP1 9GN

Phone: 0845 226 7837

Email: deposits@tds.gb.com or Web: www.tds.gb.com

If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit. Please note under our managed service or rent collect service, the landlord must use Waterfords Tenancy Agreement.

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

- a) fails to give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time Limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view and download from www.tds.gb.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

During the tenancy we will hold the deposit as stakeholder in our client account (separate from the money we use to run our business). Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement. If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. If you are a fully managed landlord, we will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions. Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. The Agent shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to the Agent. We will then pay the deposit according to what you have agreed, within 10 days of receiving written confirmation of agreement from you and the tenant(s). We cannot make the payment until we have the tenant's written agreement. If you have joint tenants, all of them must agree.

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends. A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld. If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money. If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST. If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is not deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com.

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of

- a) the adjudicator's decision or
- b) an order from the court that has become final or
- c) an agreement being reached between you and the tenant(s).

If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you. You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.gb.com).

If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

Waterfords reserves the right to charge a fee for the time, materials and postage involved in the preparation of a dispute pack and submitting the dispute to the TDS on behalf of the Landlord. This cost will be £120 inc VAT per hour.

Non-Assured Shorthold Tenancy

The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £600 inc VAT (or such other minimum fee as the Scheme may set from time to time) or 12% inc VAT of the deposit plus VAT, whichever is the larger amount.

The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

Landlords To Protect Deposit

If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

By law, you may not serve a notice seeking possession under Section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a Section 21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

16. Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect. In the event that the Landlord provides incorrect or incomplete information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered. The Landlord also agrees to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

17. Early Termination Of Tenancy

Waterfords will negotiate the early termination of a tenancy between the Landlord and Tenant, should either party request this. Neither party is under any legal obligation to agree to an early termination of the tenancy unless there is a break clause outlined in the tenancy agreement.

18. Management Service

In addition to the letting service, we can provide a Management Service at the extra charge to include the following:

i) Outgoings

We pay current outgoings such as rent, water rates, insurance premiums and any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly. Although we shall do our best to query any obvious discrepancies, it must be understood that we are entitled to accept and pay, without question, demands and accounts which appear to be in order. In particular, we cannot accept responsibility for the adequacy of any insurance cover or for the verification of service/maintenance charge demands or estimates where applicable.

ii) Repairs and Replacements

We shall deal with day to day management matters, including minor repairs up to a maximum of £250.00 (plus VAT if applicable) for any one item, without prior consultation with the Landlord. It will be necessary for us to hold a maintenance float of £250.00 from the first month's rent, so that we have funds available between rent collections to settle accounts on your behalf. If the Tenant pays the rent for the full term in advance, the maintenance float will increase to £600.00. Except in an emergency, wherever practical, two estimates are obtained in respect of works of redecoration, renewal or repair likely to cost more than £250.00 and we will contact you for your approval. An additional supervisory fee of 24% inc VAT of the total cost is charged for supervising any major works requested by yourselves.

If particularly requested in writing, we are happy to use a Landlord's specified contractor, provided Waterfords are in receipt of a copy of their professional qualification (ie, Gas Safe/NICEIC) and their public liability insurance and agree to our Terms and Conditions to be on our panel. However, if the contractor is unavailable, or we are unable to contact them, or in an emergency, we reserve the right to instruct another contractor on your behalf. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord, we, the agent, will not be held responsible.

If you have British Gas cover or any other emergency cover (be it part of an insurance policy or otherwise) details of such policy should be given in writing to Waterfords and displayed prominently within the property. Please note that should such details not be provided resulting in a tenant calling an emergency contractor then the full cost of deployment will be payable by the Landlord. The Landlord agrees to indemnify Waterfords for any costs incurred by Waterfords for works carried out due to the Landlord's failure to advise Waterfords of any relevant insurance. If emergency cover is not carried out promptly there may be further damage to the property and the Tenant may have to claim compensation. It is up to the Landlord to ensure that the service levels provided by the supplier are adequate to protect his interests.

You will be required to complete a Property Information Form, with details regarding the utility suppliers, appliances, any service contracts, etc, in order for us to manage your property effectively. Any such information should include reference/model/serial numbers, any relevant contact details and where applicable the date of expiry. If we have insufficient information we reserve the right to instruct another contractor with no liability for any additional maintenance charges which the Landlord may incur.

iii) Waiting at Properties

We will try to arrange for contractors to meet Tenants at a mutually convenient time at the property. However, where this is not possible, we may be able to arrange to meet the contractor on your behalf, at the property. In these circumstances, a fee of £30.00 inc VAT per hour, will be charged.

iv) Property Visits

Our management will include arranging the investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the tenant. We visit the premises two times a year for approximately ten to fifteen minutes per visit, subject to gaining permission for access from the tenant. We forward a written report to yourselves (via email or post) on the condition of the property, listing any problems that have arisen, and the action taken. It should be appreciated that any such visit can extend only to apparent and obvious defects and would not amount in any way to a structural survey or full inventory check of the property. Please note furniture and temporary floor coverings are not moved during property visits. We cannot accept responsibility for hidden or latent defects. Extra visits will be made at a charge of £120.00 inc VAT per visit. If the Tenant is vacating the property, the property visit would not take place during the last month of the tenancy.

v) Tenancy Changes

In the event of there being a change of tenancy during our management, we deal with the preparation of the property for the new tenant, subject to being in funds to do so.

vi) Terms of Management Appointment

Waterfords appointment is for the period as long as the tenant resides in the property and any subsequent tenancies until either party serves notice. The Landlord agrees that he/she appoints us or our assignees as his/her agent in connection with the agent's functions under this agreement and the tenancy agreement to be entered into, and authorises us (without any obligation to do so) to enter the premises and take all reasonable steps with regard to our appointment as agent.

vii) Void Periods

Our management function does not include the supervision of the property when it is not let, although, in the normal course of letting, periodic visits may be made to the accommodation by our lettings staff. It also does not include any period before the property is let. However, if you wish us to visit your property during a void period we will gladly do so upon written request, at a charge of £120 inc VAT per visit, payable in advance.

Should the tenancy end and a replacement tenant is not found immediately, all utility bills and any outstanding tradesman bills will be put back into the Landlords name and forwarded to his address. we regret the necessity to do this, but as we will not be holding any funds, we will not be in a position to make these payments.

viii) Extra Services

By Law, we must tell you if we or any connected person intends to earn any commission from offering you or a tenant other services. If we or any connected person earns money from any of these services we would keep this commission. The following services will be offered by Waterfords Estate Agents or connect persons; lettings agency services, insurance products with an average commission of eleven pounds and twenty pence, maintenance works with an average commission of forty pounds and eleven pence, rent protection services with an average commission of one hundred and thirty four pounds and forty pence, referencing tenants through third party companies with average commission of thirty three pounds, changing of utility suppliers with an average commission of five pounds.

ix) Extra Services Agreement

By agreeing to Waterfords services, you the landlord agree to Waterfords passing your details to referencing companies for extras services to be provided to you as list in viii extras services.

19. Instruction to Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if it is necessary for a solicitor to take action, you will be responsible for instructing your own solicitor and for all fees involved.

20. Taxation of the Landlord

Where the Landlord of the unfurnished/furnished property has a normal place of abode outside the UK the Commissioners for the Inland Revenue will hold us, as your agents, responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless you have obtained an approval number. If you do not hold a certificate and you are resident abroad, it will be necessary for us to deduct income tax at the prevailing rate of the gross rent less allowable expenses and to pay such sums over to the Inspector of Taxes on a quarterly basis.

Similarly, if you at present live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country unless you obtain an approval number. There is a charge of £120.00 inc VAT to remit and balance the financial return to HMRC quarterly and respond to any specific query relating to the return from the Landlord or HMRC.

There is also a charge for the provision of a comprehensive annual income and expenditure report suitable for submission with a tax return of £40 inc VAT.

The eventual liability for tax may be less than the amount we have retained and paid to the Inland Revenue, and we suggest that you employ accountants or other tax advisers to complete tax forms to obtain an approval number for both yourself and your spouse (if relevant), and to agree your assessment each year with the Inspector of Taxes. We regret the necessity to make such deductions but you will appreciate that we have no alternative in view of our responsibility to meet the tax liability on your behalf if you have not obtained an approval number.

If you as Landlord are resident in the UK, you should declare your residential lettings income to the Inland Revenue annually as it is assessable for income tax.

All Landlords must keep records relating to the ownership of a rental property, including details of rent received and expenditure. If we collect the rent, you will receive monthly statements and copies of bills paid. If instructed in writing, we will also send copies to your accountant each month at an additional charge of £12.00 inc VAT per set (this covers the invoice, statement and copy bills).

21. Statutory Applications

Applications for market rent appearances before the Rent Assessment Committee or any other Court or Tribunal will be by special arrangement only and will form the subject of an additional charge, being £90.00 inc VAT per hour.

22. Purchase by Party Introduced by Us

In the event of a party introduced by us (or any person or body corporate associated with that party) subsequently purchasing the premises, whether before or after entering a tenancy agreement, commission shall be payable to us on completion of the sale at the rate of 2.4% inc VAT of the sale price.

23. Sale of premises to a Third Party

If the Landlord sells the property to a third party and the tenant introduced by ourselves remains in occupation the Landlord will be liable for all our fees until the tenant vacates the property.

24. Change of ownership

Changing the ownership of a property whilst the tenants remain in situ will be charged at £120 inc VAT which includes serving the relevant notices.

25. Indemnities

The Landlord agrees to indemnify us as agents against any costs, expenses or liabilities incurred or imposed on us provided that they were incurred on his behalf in pursuit of our normal duties.

26. Landlord Gas and Electrical Regulations

The Landlord must carry out a landlord gas safety certificate annually and an Electrical Inspection Condition Report every 5 years or they will be carried out by the agent at the Landlord's expense prior to the rental of the property and on an annual basis or 5 yearly thereafter, the costs being deductible from the rent. All appliances must have instruction books left at the property. Failure to comply with the Regulations can result in prosecution. Waterfords reserve the right to instruct a contractor to complete the annual landlord gas safety certificate or EICR to ensure that the property is compliant.

27. Right To Rent Checks

From the 1st February 2016 Waterfords shall carry out a right to rent check on each tenant over the age of 18 years old prior to the tenancy commencing to ensure that you are compliant with the Right to Rent Checks and Immigration Act.

28. Rent Recovery Plus Service

Waterfords offer a Rent Recovery Plus Service provided by a third party company. The price is £340.00 inclusive of VAT for properties up to £2500 per calendar month. For properties over £2500 per calendar month the service is quoted on a case by case basis.

29. Flag Board

The Landlord agrees that the agent can place a 'To Let' and/or 'Let By' flag board at their own expense outside the property, provided this complies with the local authority regulations.

30. Post Re-Direction

It is not part of our service to forward your mail. We therefore suggest that Landlords arrange to have their post re-directed prior to vacating the property, via the Royal Mail. If this is not done and the tenants forward the post to our offices and we in turn have to forward the post to you, we will deduct an administration fee of £1.20 inc VAT per letter sent from the rent received.

31. Keys

We require three full sets of keys if we are to be managing the property, two sets for Tenant Finding and Rent Collection. If these are not supplied, extra sets will be cut at the Landlords expense. If we are required to arrange for additional sets to be cut, a fee of £30.00 inc VAT will be charged in addition to the cost of the keys. Please note that if we are managing a property, we must be provided with a set of keys to hold at our office during the tenancy for management purposes.

Waterfords have a secure key tag system in place to ensure that third parties cannot identify which key belongs to what property. Therefore, in the event any keys are lost or unaccounted for, Waterfords liability is limited to the cost of cutting a new set of keys only.

32. Decoration

For a property to be considered in good repair, it is generally recommended that redecoration should be carried out professionally every 5 years externally and every 3 years internally.

33. Furniture Storage

No items should really be left stored in the property and we would strongly recommend that you do not do this. However, if you choose to leave such items these will not be added to the inventory and the tenants and ourselves will not be held responsible for any damaged or missing items. If you choose to leave items in the loft (which again, we do not recommend), then this should be padlocked and the agent notified to ensure that the loft can be excluded from the tenancy agreement.

34. Copies of Documents

Should you require any copies of documents to be sent in addition to those we have already sent you i.e.; inventory, check in and schedule of condition etc, then there will be a charge made of £12.00 inc VAT plus postage costs. For Certified copies there will be a charge of £12.00 inc VAT.

35. Commissions and Interest

Any commissions, interest or other income earned by ourselves while carrying out our duties as agent for the letting & or management of the property will be retained by the company.

36. Withdrawal from Agreed Offer

In the event that you instruct us to proceed with a proposed tenancy, but then subsequently withdraw such instructions before the Tenancy Agreement is entered into, you agree to pay a charge of £360 inc VAT, towards the costs of the administration and marketing we have incurred. In the event that prospective tenants withdraw from a proposed tenancy, Waterfords will not be held responsible for any loss of income or void period and the landlord shall not be entitled to the prospective tenants holding deposit.

37. Money Laundering

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003, we require you to provide us with one proof of identity (e.g., full valid passport or photo card driving licence with photograph) and one proof of address (e.g., council tax or utility bill dated within the last three months). Please note, we will require sight of the original documents, in order to take a photocopy. If you are a Company, we will require a certified copy of the Certificate of Incorporation. In addition, we need proof of identity and address for at least one of the listed directors.

38. The Flood and Water Management Act 2010 – Liability for water usage

Section 45 of The Flood and Water Management Act 2010 amends the Water Industry Act 1991 to place an obligation on the Landlord to provide the Tenants contact details to the Water Company. This is to prevent Tenants from vacating properties leaving unpaid water bills and without providing appropriate forwarding addresses for the Water Companies to invoice. The obligation falls on the Landlord to obtain this information from the Tenants for the Water Companies, and failure to do so will leave the Landlord jointly and severally liable the invoices of the water usage at the rented Property.

39. Alteration of Terms

The agent reserves the right to alter terms and conditions of business by giving the landlord not less than three months notice in writing of the changes. At the end of the three months the new terms will apply.

40. Value Added Tax

Except where otherwise stated, our fees & any other charges which we may make will be subject to VAT at the appropriate rate.

41. Assignment

Waterfords reserve the right to assign our rights and or obligations under this Agreement upon giving the Landlord 14 days written notice.

42. General Data Protection Regulations

Waterfords adhere to the General Data Protection Regulations (GDPR) that came into effect in May 2018. The GDPR is a European Union (EU) set of standardised rules for the handling and storage of personal information within the EU. The regulations apply to anyone who is controlling the information of an EU citizen or processing it on their behalf. Your personal data will be retained for different periods depending on the product or service we provide you. This may be a longer period than that for which we need to hold your data to provide those services, i.e. where we are under regulatory or statutory duties to hold your data for a longer period or need to retain it in the event of a legal claim or complaint. If you would like further information, please request a copy of Waterfords privacy policy.

43. Agreement to Waterfords commencing work before the 14 day cancellation period expires

Where a Landlord enters into a contract and wishes the performance of the Services to begin before the end of the cancellation period, he must request this in writing. In these circumstances, the Landlord will be under duty to pay (in accordance with the reasonable requirements of the cancelled contract) for services that were supplied to the landlord prior to cancellation.

44. Cancellation of Contracts

NOTICE OF RIGHT TO CANCEL: CANCELLATION OF CONTRACTS MADE IN A CONSUMER'S HOME OR PLACE OF WORK ETC. REGULATIONS 2008

1. Under the Cancellation Of Contracts Made In A Consumer's Home Or Place Of Work etc Regulations 2008, you have the right to cancel your contract within 14 days of receiving this notice. This must be put in writing and can be exercised by hand delivering, sending through registered post or by electronic mail to Waterfords Lettings. 163 Fleet Road, Fleet, Hampshire, GU51 4BE
2. Waterfords appointment is for the period as long as the tenant resides in the property and any subsequent tenancies until either party serves notice.
3. Any notice of cancellation will be deemed to have been served from the date it was sent i.e. posted, delivered or e-mailed.
4. We can still put your property on the market with immediate effect without affecting your right to serve notice.
5. In the event that we are instructed to market your property and secure a tenant within 14 days which proceeds to a successful Tenancy; any agreement with Waterfords will supersede any subsequent notice served even if any such notice is served before the 14 day period has expired.
6. If a landlord wishes to downgrade their service during a tenancy, the Landlord must provide Waterfords Estate Agents three months written notice. Negotiation on a new fee will be confirmed by Waterfords Estate Agents.
7. If a landlord wishes to downgrade to a tenant find service during a tenancy, the landlord/s will be liable to pay 1.2 months' rent inclusive of VAT (One month's rent plus VAT).

Landlords Check List

- Energy Performance Certificate
- Obtain Mortgagees Consent
- Obtain Freeholders Consent (if leasehold property)
- Apply for approval letter from Tax Office for Overseas Landlords
- Inform Insurance Company (Building & Contents)
- Gas Safety Check & Certificate
- Legionnaires Check
- Electrical Safety Check & Certificate
- Ensure Furniture & Furnishings Comply
- Leave Instruction Manuals for all appliances at property
- Ensure Property & Garden left in clean & tidy condition
- Arrange Inventory Make and Check In
- Arrange for Post to be Re-directed
- Ensure sufficient number of keys provided for Tenant & Agent

