



McCartan Lettings & Property Management Landlord Agency Agreement

This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and McCartan Lettings & Property Management Ltd who agree to act as sole agent for the Landlord for letting and managing the Property and are hereinafter referred to as "The Agent".

The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

SERVICE LIST	SELF MANAGED	ESSENTIALS SERVICE	PREMIUM SERVICE
Consultation of your property, presentation, market conditions and current legislation	✓	✓	✓
Create an online marketing brochure with professional photographs	✓	✓	✓
Create video walkthroughs for virtual viewings	✓	✓	✓
Advertising with Zoopla, OnTheMarket & social media	✓	✓	✓
Qualify enquiries against landlord requirements prior to viewing	✓	✓	✓
Arrange and accompany viewings	✓	✓	✓
Weekly feedback and statistics about your property's online performance	✓	✓	✓
Negotiation of the terms of the tenancy	✓	✓	✓
Detailed referencing of the applicants & guarantors, with credit checks	✓	✓	✓
Ensuring the property is legally compliant for let with the relevant certificates	✓	✓	✓
Preparation and execution of an Assured Shorthold Tenancy agreement	✓	✓	✓
Preparation of deposit Prescribed Information	✓	✓	✓
Deposit submission into the Deposit Protection Scheme (DPS)	✓	✓	✓
Arranging an Independent Inventory to be compiled, by a third-party independent inventory clerk		✓	✓
Notification of tenancy start to the utility companies & council tax		✓	✓
Monthly rent collection & statement of account		✓	✓
End of year statement of account		✓	✓
Primary contact for tenants to report maintenance issues		✓	✓
Obtaining quotes & coordinating maintenance by qualified & insured contractors		✓	✓
Administration of invoices relating to the property from rent received		✓	✓
Serving of Section 21 & Section 13 legal notices		✓	✓
Preparation & execution of renewal of tenancy		✓	✓
Provide the tenant with a comprehensive end of tenancy letter		✓	✓
End of tenancy management, negotiating deductions from deposit if required		✓	✓
Notification of tenancy end to utilities & council tax		✓	✓
Preparation of evidence for dispute resolution or court hearings		✓	✓
Re-advertisement property		✓	✓
Free access to Online Client Portal		✓	✓

Conduct property visits & provide report to landlord			✓
Free BTL advisory course			✓
Free tickets to Landlord seminars			✓
Inclusive annual property portfolio review			✓
Inclusive ADR with DPS			✓
Administering Rent Guarantees or non-payment of rent			✓

LANDLORD FEES

All services and fees are tax deductible. VAT at the current rate of 20% has been INCLUDED in our fees.

SELF-MANAGEMENT OPTION	
Tenancy set-up fee	95% of 1st months' rent, minimum fee £597.00
Deposit management (optional)	£120.00
Renewal of contract (optional)	£120.00
Hourly rate	£75.00 per hour, minimum fee £75.00 - see point 6.8
Issuing of notices (e.g. Section 21)	£75.00 per notice
Property visit report	£150.00
ESSENTIAL MANAGEMENT SERVICE	
Tenancy set-up fee	75% of 1st months' rent, minimum fee £450.00
Essential Management monthly fee:	15% of rent due
Rent Guarantee & Legal Expense Cover	£275.00 12 months cover
Renewal of tenancy	£95.00
Property visit report	£75.00 (initial visit in month 3 and 6 monthly thereafter)
Zoom recording property visit report	£60.00
Transfer of property to new landlord fee:	£180.00
Administration of Rent Guarantee claim	£150.00
Hourly rate	£75.00 per hour, minimum fee £75.00 - see point 6.8
Court attendance	£240.00 all day or part thereof
Bailiff attendance	£95.00
Landlord Rescue Service – Set up	£395.00
PREMIUM MANAGEMENT SERVICE	
<i>Our Premium Management Service is the same as the Essential Management Service but with the following exceptions</i>	
Premium Management monthly fee:	18% of rent due
Detailed property visit report	Included (initial visit in month 3 and 6 monthly thereafter)
Administration of Rent Guarantee claim	Included
AVOIDABLE COSTS	
Obtaining proof of ownership	£30.00

Re-issuing or amending contracts	£30.00
Early termination fee	£420.00
Duplication & testing of extra keys	£12.00 plus the cost of key cutting
Administration of NRL tax returns	£180.00 per year
Duplicate end of year statement	£15.00 (increasing to £50.00 between 1 st January - 31 st January)

CONTRACTOR COSTS

Energy performance certificate	£85.00 (valid for 10 years)
Gas safety certificate	£60.00 (valid for 1 year)
Gas safety certificate & service	£95.00 (mandatory with all back boilers)
Electrical condition report - flats	1 bed £120.00 plus £30.00 per additional bedroom (Valid for 5 years)
Electrical condition report - houses	1 or 2 bed £160.00, 3 or 4 bed £220.00, 5 or 6 bed £280.00 (Valid for 5 years)
Legionella risk assessment	£75.00 (valid for 2 years) £50.00 thereafter
Vacant property visit & report	£25.00
Independent inventory set-up	£80.00 plus £10 per bedroom, plus £15.00 if furnished
Independent inventory update	£75.00
Independent inventory check-out	£75.00

PROJECT MANAGEMENT

Organising refurbishments	Dependent on level of refurbishment, minimum fee £1500.00
Property uplifts	12% of cost of works over £500.00
BTL advisory service	£149.00 per hour
Property sourcing service	£1500.00 on completion of sale
Furnishing advisory service	By quotation, dependent on size of property

PROPERTY SOURCING

Property Sourcing fee	1.5% + VAT of purchase price
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The standard fee for the either Full Management Services is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy.

The standard fee for the Self-Management Option is a one-off payment at the outset of the tenancy.

Additional items and other expenses will be charged as defined above.

AGENCY TERMS OF BUSINESS

1. GENERAL AUTHORITY

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and the freeholder or head leaseholder, and that the Landlord agrees to comply with any mortgage or head lease conditions. Where the Property is subject to a

mortgage or head lease, the Landlord shall supply the Agent with details of any mortgage or head lease conditions that may affect the letting of the Property.

The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in either of the Full Management Services– detailed previously.

The Landlord authorises the Agent to instruct a sub-agent to undertake certain aspects of the property management services on their behalf, such as routine property visits, to ensure full compliance with Housing Health and Safety Rating System and incoming Renting Homes Act.

The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit.

It is declared that the Agent may earn and retain commissions from contractors and on insurance policies issued. The Agent declares that fees may be charged to either the Landlord or the Tenant for ancillary services (e.g. duplication of keys) and that such fees will include a profit element to cover the Agent's administrative and business costs.

2. SELF-MANAGEMENT OPTION

Where the Landlord does not wish the Agent to undertake a Full Management Service, the Agent can provide a Tenant Find Only Service. The services provided with the Self-Management option are detailed previously.

The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Landlord would remain responsible for complying with the Deposit Protection requirements of the Housing Act 2004 and licensing requirements of the Housing (Wales) Act 2014.

In order for the Agent to offer a complete service, the Landlord must have a Custodial Scheme account with the Deposit Protection Service. The Agent cannot take responsibility for the accurate submission of a deposit with any other scheme, and it becomes the Landlords' responsibility to ensure the terms of their preferred scheme are adhered to.

The fees are payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

2.1. SELF-MANAGEMENT OPTION PLUS DEPOSIT PROTECTION

Where the Landlord requires the Agent to deal with his legal responsibilities for the protection of tenancy deposits under the Housing Act 2004 then the Tenancy Deposit Service Fee will be charged in addition to the Letting Only Service Fee. The Landlord must indemnify the Agent for any losses suffered by the Agent as a result of the Landlord's failure to comply with the Deposit Protection requirements of the Housing Act 2004.

3. RENEWALS

Where, with the consent of the Landlord, the tenancy is renewed or extended to the same tenant (or any person associated with the Tenant) originally introduced by the Agent under either Full Management Service, the Tenancy Renewal Fee shall be payable on the renewal date. The Agent shall prepare the tenancy agreement (if required) for the new or extended tenancy, and the terms of this Agreement shall continue until the Tenant leaves or this Agreement is terminated.

4. REFERENCING

The Agent will carry out referencing checks on any prospective tenant, which would normally include a financial reference or credit check, and a character reference from a previous landlord or employer. This may be carried out by the Agent themselves or through a third party referencing supplier. The Agent will make reasonable endeavors to select good tenants with appropriate references who are capable of meeting the monthly rental payments.

However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third party referencing supplier report shows the applicants to be suitable tenants and the Agent has

reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied, the Agent will not be responsible for any default by the Tenant.

5. VACANT PROPERTY

The Landlord acknowledges that the management service provided by the Agent is only applicable to a property which is let to a tenant. Where the property is vacant between tenancies the Landlord must ensure that steps are taken to provide sufficient security and the compliance with any insurance policies in effect.

6. AGENT REMUNERATION

6.1. Rents. It is the tenant's responsibility to ensure a standing order mandate is set up as part of their acceptance of our terms of business and upon signing the tenancy agreement, to clear into our client account on the rent due date. Rental monies, less fees and contractor invoices, are sent to the landlords' nominated bank account within 7 working days of receipt, (unless otherwise notified). Payments will be made by direct bank transfer with a detailed rent statement by email (unless otherwise agreed).

6.2. The Landlord agrees to pay the management or service fee at the applicable percentage listed for the service level they have selected. This fee applies once a Tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement.

6.3. The Agents fees are payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the tenancy term through no fault of the Agent, The Landlord shall not be entitled to reimbursement of any monies paid.

6.4. The Agent holds all Client monies in a protected client account that is non interest bearing. No interest is payable for any monies held on account. This account is protected by the Safe Agent Client Money Protection Scheme.

6.5. The Landlord agrees to repay the Agent for any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties and within the scope of the authority given by this agency agreement. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

6.6. Where this agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation), the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract **(see clause 18.6)**

6.7. The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, except where this is attributable to the negligence of the Agent.

6.8. The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the scope of the Agent's general authority, will be charged at the hourly rate specified above.

7. MAINTENANCE

7.1. The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit **(UK landlords: £95.00, overseas landlords: £250.00)** on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment will incur an additional charge - see Landlord Fees above). 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

7.2. For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal

necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

7.3. Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way, unless this loss arises as a result of the Agent's own negligence or breach of contract.

7.4. Project Management - Where the agent is instructed to co-ordinate, organise and manage improvements/refurbishments to the property, such as replacement kitchens/bathrooms/full property refurbishment projects, the Agent will provide a schedule of works and risk assessments, and obtain approval before proceeding. A deposit may be required in advance of the works commencing. The fee outlined above will be applicable.

8. OVERSEAS RESIDENTS

Non-UK Resident Landlords - When letting property and collecting rents for non-UK resident landlord (NRL) i.e. landlords living overseas, the Agent is obliged by the Income Tax Act 2007 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (**at the basic tax rate of 20%**) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

9. COUNCIL TAX

Payment of council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO), responsibility for payment of council tax then rests with the owner of the Property.

10. SERVICES

The Independent Inventory Clerk will use reasonable endeavours to take meter readings at each change of occupation in the Property and, where necessary, The Agent or a nominated third party on behalf of the Agent (such as Tenant Shop) will inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

11. INVENTORY

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good Inventory and Schedule of Condition Reports from the outset. It is mandatory for all properties under the Full Management Service to have a professionally compiled report.

The Agent will instruct an Independent Clerk to compile a full Inventory and Schedule of Condition Report of the Property, the cost of which will be dependent on the size of the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Clerk, need regular checking. Landlords should not leave any removable articles of substantial value in the Property without prior arrangement with the Agent. The standard inventory service will include a full Schedule of Condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

12. TENANCY AGREEMENT

Both Full Management Services and Self-Management Option includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested. You may have the tenancy agreement amended by your own adviser at your own expense.

It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord unless on a Self-Management Option where all joint owners must sign the tenancy agreement prior to the tenancy commencing. In this instance, we cannot sign on your behalf unless specific written authorisation has been obtained and such authorisation will not be accepted unless the tenancy agreement has been checked and approved by you.

13. NOTICES

The Agent will, if instructed, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy.

14. APPLICATION DEPOSIT

A holding deposit is generally taken from a tenant applying to rent a property. The purpose of this payment is to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The application deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received.

15. TENANCY DEPOSITS:

15.1. Deposits A tenancy deposit will be payable by the Tenant upon signing the tenancy agreement in addition to any rents due. The purpose of a tenancy deposit is to protect the Landlord against losses (including unpaid rent) or damage to the Property during the tenancy itself. This Deposit will be kept in a separate and secure client account and then forwarded to the Deposit Protection Service (DPS), custodial service.

Landlords should notify the Agent where they wish a larger deposit to be carried to protect against loss of rents, or insurance undertaken.

15.2. Statutory Tenancy Deposit Protection. Where the tenancy is an Assured Shorthold Tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes, within 30 days of receipt.

The schemes are: **(1)** The Deposit Protection Service (DPS)
(2) My Deposits
(3) Tenancy Deposit Scheme (TDS);

15.3. Tenancy Deposit Information. Where statutory tenancy deposit protection applies to a tenancy deposit, the Agent will provide to the Tenant within 30 days the following information required from the Landlord by the Housing Act 2004:-

- a) information on the particular scheme under which the tenancy deposit is protected;
- b) compliance by the Landlord with his obligations under the Act and
- c) prescribed information for the Tenant.

15.4. Self-Management Landlords. Where a Landlord will be managing their own property, The Agent will require the Landlord to register with the DPS, Custodial Scheme. Once the tenancy has commenced and the deposit is lodged with the scheme the Agent will then transfer the deposit into the Landlords' account.

More information on the requirements of the deposit protection schemes are available on the following web site(s) and landlords are strongly urged to familiarise themselves with their legal responsibilities.

www.direct.gov.uk

www.depositprotection.com

16. PROPERTY VISITS AND REPORTS

16.1. Under either of the Full Management Services, the Agent will make reasonable endeavours to arrange and carry out property visits, starting after the first 3 months and proceeding thereafter on a 6 monthly basis. Such reports do not constitute a formal survey of the Property, nor will the Agent, or the Agents sub-contractor, check every item of the inventory at this stage. The property visit report is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the Agent without moving the Tenant's possession.

16.2. Following the departure of tenants, a final inspection of the Property is carried out by the Independent Inventory Clerk and if necessary accompanied by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. The Agent will endeavour to report any apparent deficiencies or dilapidations to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

17. TENANCY DEPOSIT DISPUTES

17.1. The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord. Where the Deposit is subject to statutory tenancy deposit protection and a dispute cannot be resolved between the parties, it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. A solicitor should be appointed by the Landlord in the event of the dispute being referred to the County Court.

An estimate of the likely costs of preparing and submitting the claim to adjudication or for Small Claims will be submitted to the Landlord before any case is started.

17.2. The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

18. TERMINATION

18.1. Termination of Agency Agreement. Where there is an active fixed term or periodic tenancy under management, this Agreement may be terminated by either party by way of three months' written notice. Where a tenancy comes to a natural end, no notice needs to be provided to terminate the Agreement by either party.

18.2. Serious Breach of this Agreement. The Landlord or the Agent may terminate this Agreement on fourteen days' notice if there is a fundamental breach of the Agreement, and the other party does not remedy the fundamental breach within those fourteen days. Discrimination against any applicant, tenant or employee or sub-contractor of the Agent for gender, race, age, disability, religious belief or sexual orientation may constitute a fundamental breach.

18.3. Termination if the Agent has not secured a Tenant. If the Agent has not secured a tenant after four weeks of the appointment, the Landlord may terminate this Agreement on one week's notice.

18.4. Minimum Fee. This Agreement is for a minimum of 6 months or for the duration of the term agreed for the tenancy. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

The Minimum Fee will also apply and be payable if the Agent introduces a Tenant to the Property who finds the property as a result of the Agent's marketing efforts, or the Tenant is otherwise introduced to the

Property during the Agent's period of sole agency, and enters into a Tenancy Agreement or tenancy for the Property irrespective of whether or not the Tenancy is finalised by the Agent and whether or not the Agent is the effective cause of the introduction or Tenancy.

18.5. Tenancy Agreement. The Landlord shall provide the Agent with three months written notice of requirements for return and repossession of the Property. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured shorthold tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

18.6. Agreements signed away from the Agents office. Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement.

Where the Landlord waives his right to cancellation (see clause 26 below) by agreeing to the Agent carrying out works immediately following the date of this Agreement, he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

19. SOLE LETTING RIGHTS

The Landlord appoints the Agent as sole agent for the marketing, letting and/or aspects of the management of the Property depending on which Service Level is agreed. It is agreed that only the Agent may let the Property on behalf of the Landlord.

If the Landlord lets the Property during the appointment of the Agent under this Agreement, either privately or through another agent without the agreement of the Agent, the Landlord might become liable to pay commission to both Agents.

20. SAFETY REGULATIONS, ENERGY PERFORMANCE REGULATIONS & LEGAL REQUIREMENTS

WARNING: You should read and understand these obligations before signing overleaf.

20.1. The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994
- Legionella - Section 3(2) of the Health and Safety at Work Act 1974 (HSWA) & The Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- The Energy Performance of Buildings (Certificates and Inspections) Regulations 2007
- The Housing (Wales) Act 2014

20.2. The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Full Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the

Tenancy and maintained during the Tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's reasonable costs incurred including any reasonable expenses or penalties (whether civil or criminal) that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.

20.3. Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information to assist with compliance.

20.4. Landlords must ensure that a valid Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than whichever is the earlier of:

(i) the first time the landlord makes available to the prospective tenant any written information about the building; or

(ii) at the time which the prospective tenant views the building.

Where the Landlord does not have a valid EPC for the Property, the Agent will arrange an EPC for the Property and the Energy Performance Certificate Fee will be payable. If the Landlord already has a valid EPC for the Property then the Landlord must make this available to the Agent for any prospective tenants.

20.5. The Landlord must ensure that a Gas Safety Certificate, where required, is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Gas Safety Certificate for the Property, the Agent will obtain this and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

20.6. The Housing (Wales) Act 2014 requires all Landlords with a rental property in Wales to be **registered** with Rent Smart Wales. Landlords who have an interest in the letting or management of the property will also require a **licence** from Rent Smart Wales in order to undertake these activities.

20.7. It is a condition of the Agent's Rent Smart Wales licence to report, after 12 weeks of commencing any letting or managing, any non-compliant landlords to Rent Smart Wales, which may result in enforcement action being taken against the landlord.

21. INSTRUCTIONS

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing.

22. FEES & VALUE ADDED TAX

All fees stated are inclusive of VAT and will be deducted from the Client's account as they fall due. Management fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee of £150 inclusive where the fee is 15%. Should the agreed rental be higher or lower, the fee will be correspondingly higher or lower.

23. INSURANCE

The Landlord shall be responsible for the Property being adequately insured and ensuring that the insurance policy covers the situation where the Property is let. The Landlord is responsible for the administration of any claims arising during the Tenancy. The Agent can assist in obtaining quotes from contractors for repairs on the Landlord's behalf, but is not authorised by the Financial Conduct Authority to administer the claim.

24. HOUSING BENEFIT

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or the Department of Work and Pensions with respect to Universal Credit, or other benefit scheme, paid to or on behalf of the Tenant(s) as Rent. This undertaking shall remain in force during the currency of the Tenancy and up six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

25. LEGAL PROCEEDINGS

If the Agent is collecting Rent from the Tenant and Rent is outstanding for 7 days after it becomes due, the Agent will notify the Landlord promptly and use reasonable endeavors to obtain payment from the Tenant over the following 28 day period. At the expiry of that 28 day period, the Agent will offer general advice on the next steps to be taken but cannot undertake legal proceedings on the Landlord's behalf and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement. If the Landlord wishes to appoint a solicitor, they may do so at their sole cost.

26. THE PROPERTY OMBUDSMAN CODE OF PRACTICE

We are members of The Property Ombudsman, and we abide by The Property Ombudsman Code of Practice. You consent to the disclosure of information relating to the rental of the property to The Property Ombudsman or other regulatory bodies should a complaint be registered and The Property Ombudsman requests it. The Property Ombudsman may also request your contact details to assist in their monitoring of our compliance with the Code of Practice. www.tpos.co.uk

27. COMPLAINTS

We aim to provide a high standard of service to all of our customers, and would encourage you where possible to try to resolve any issues that might arise with the member of staff you have been dealing with. In the event that you wish to make a formal complaint, we will acknowledge receipt of your complaint within 3 working days, and will then undertake a full, in-depth review of the situation before detailing our findings and recommendations to you in writing within 15 working days of that receipt. If you are still dissatisfied, you can write to The Property Ombudsman Service.

The Property Ombudsman Ltd

Milford House, 43-45 Milford Street, Salisbury, Wiltshire SP1 2BP

Tel: 01722 333 306

28. KEEPING RECORDS AND DATA PROTECTION

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation.

Where the Landlord processes and stores any personal details of the Tenant (for example, where the Agent is instructed on a Let Only basis and the Landlord is managing the Property), the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed, and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

29. ACCEPTANCE & VARIATION

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.

This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties, but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the

event that any part of this Agreement is held to be void or unenforceable, it will be severed from the Agreement and the remainder of the Agreement will continue in force to the fullest extent possible.

The terms and conditions of this Agreement may be varied by the Agent, but only with one month's prior written notice.

STANDARD TERMS OF BUSINESS

1. DEFINITIONS

In these Standard Terms & Conditions of Contract for the supply of services the following terms shall have the following meanings:

- a) The term "The Agent" shall mean McCartan Lettings & Property Management Limited and its successors and assignees and will include any subsidiary, parent or other business entity which is associated with or affiliated to it.
- b) The "T's & C's" shall mean these Standard Terms & Conditions of Contract.
- c) The "Landlord" means the company, firm or individual who buys or has agreed to buy Services from The Agent.
- d) The term "Services" shall mean services of any nature that the Landlord buys or has agreed to buy from The Agent.
- e) The term "Liability Whatsoever" shall include, without prejudice to the generality of the expression all liability in tort, contract, breach of representation of implied warranty or condition or any other duty at common law or under the expressed terms of contract including any liability for direct, indirect or consequential loss including but not limited to loss of profit or damage of any kind howsoever caused or arising. The said term will, however, not apply to liabilities in respect of death or personal injury.

1.1. Nothing in these Conditions shall exclude or restrict the Statutory Rights of a Landlord who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977 as amended.

1.2. Clause headings are for information only and shall not affect (nor be treated or interpreted so as to affect) construction of these Conditions.

2. GENERAL

- a) The placing of an order (whether orally or in writing) and whether or not based on a Quotation shall be deemed subject to these Conditions which shall apply to the exclusion of any other provisions contained in any other document issued by the Landlord. All orders for services are accepted only upon the The Agent's T's & C's which shall prevail over any terms and conditions in the Landlord's documentation which are inconsistent with those of The Agent. The parties agree to be bound by The Agent's T's & C's subject to any written authorised variation, cancellation or waiver.
- b) No modification or amendment of the Conditions shall be binding upon The Agent unless agreed to in writing by a duly authorised signatory on behalf of The Agent.
- c) Save as herein provided The Agent shall accept no liability for any loss or damage consequential or otherwise attributed to any act, negligence or defaults of The Agent or its servants or agents.

3. SERVICES PROVIDED BY THE AGENT

- a) The Agent provides two levels of services namely a Premier Full Managed service and a Specialist Letting Only service option. The duties and services included in respect of each level in set out in the first schedule annexed hereto and in force at the time of the date hereof.
- b) The Agent reserve the right to alter or amend the services provided in respect of each level of service by providing the landlord with 1 month's notice in writing.

4. TERMS OF PAYMENT

- a)** Unless otherwise agreed, the Landlord shall pay for all Services in a form of cleared funds as agreed by The Agent in advance. The Agent has the explicit authority of the Landlord to deduct agreed fees for the Services from any rent or other monies received by The Agent for or on behalf of the Landlord prior to payment of any such sum to the Landlord.
- b)** Unless otherwise agreed, the Landlord will pay for all Goods and Services in advance by cleared funds as agreed by The Agent.
- c)** Where payment is made by cheque it shall not be deemed to have been made until the cheque has been honoured by the drawer's bank and cleared in The Agent's bank account.
- d)** Where the Landlord has a running account with The Agent payment will become due upon receipt by the Landlord of The Agent's invoice. The Agent reserves the right to charge interest at a rate of 2% per month or part thereof on all amounts unpaid by the due date and The Agent shall be entitled to compound the same until payment in full has been received by The Agent.
- e)** Payments received by The Agent shall be applied first in settlement of any charge to interest or other costs or expenses howsoever invoiced or incurred by The Agent and thereafter in settling the purchase price or principal sum or sums due to The Agent for the Services.

5. SUSPENSION OF SERVICES

- a)** Failure to pay the price for any Services supplied or any part of the price thereof or any other monies payable by the Landlord within 14 days of demand will entitle The Agent without prejudice to The Agent's other rights or remedy to refuse to make delivery of any further Services under this contract or Services under any other contract and/or to cancel any uncompleted order without reference to the Landlord and such action shall not be regarded as a breach of these conditions and no liability whatsoever (whether direct or indirect or consequential) shall attach to The Agent in relation thereto whether by means of any counterclaim, set off, indemnity or by any other means howsoever arising.
- b)** On receipt of all monies owed by the Landlord to The Agent, in cleared funds, The Agent shall immediately reinstate the provision of the Services.

6. PRICE

- a)** The price agreed to be paid by the Landlord for the services provided by The Agent shall be dependent upon the level of service required by the Landlord. The price of each service is set out in on page 3 of this agreement. Each schedule is subject to the other term and provisions contained either in the fee agreement or these T's & C's.
- b)** Unless otherwise stated, the price for the Services includes VAT or other applicable taxes and duties and costs which shall also be payable by the Landlord to The Agent.
- c)** The Landlord shall not be entitled to make any deduction from the price of the Services in respect of any set-off or counterclaim or indemnity or otherwise unless expressly agreed in writing by The Agent.
- d)** Unless otherwise stated in writing any Quotation is based on the current cost of materials, labour, transport, overheads and/or other charges and the price quoted is subject to fair adjustment reflecting any alteration in the cost of materials, labour, transport, overheads or other charges incurred by The Agent during the period between the date of the Quotation and the date on which the Services are carried out.
- e)** The Agent or any person nominated by it shall at any time and from time to time until the payment in full of the purchase price and/or other charges for the Services have full access to the Landlord's books of accounts and documents and papers relating to any one or more of the following:-
 - i)** The Landlord's dealings with The Agent.
 - ii)** The Landlord's dealings with any tenant.
 - iii)** The Landlord's dealings with the property.
 - iv)** The Landlord's dealings with any paying third party (e.g. Housing Benefit Office or Guarantor).

7. TIME FOR PROVISION OF SERVICES

- a) The Agent will make all reasonable endeavours to effect delivery of the services on any date stated but any time or date stated that may be given is intended as an estimate only and will not be a contractual obligation and such time or other time shall not be deemed to be of the essence in respect of this contract. Failure to carry out Services by any particular time or date will not entitle the Landlord to cancel the contract nor shall The Agent be liable for any loss or liability whatsoever or howsoever arising in respect thereof.
- b) Without prejudice to any rights of The Agent hereunder, if the Landlord shall fail to give instructions reasonably required by The Agent and all necessary documents, licenses, consents and authorities (which the Landlord is obliged under the Conditions or by law to obtain) or shall otherwise cause or request delay, the Landlord shall pay to The Agent all costs and expenses incurred arising from such delay and shall keep The Agent fully indemnified in respect of the same.
- c) If The Agent is prevented from making provision of the Services or any part thereof on any agreed date by any cause whatsoever it shall be entitled at its option either to cancel the contract or to extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented. Such alterations are without prejudice to the generality of the foregoing clauses in respect of matters that are outside The Agent's control.
- d) Where provision of the Services is made in instalments, each instalment shall be construed as constituting a separate agreement to which all the provisions in the Conditions shall apply.
- e) If the Landlord has been notified by The Agent of The Agent's ability to supply the Services and a date has been notified to the Landlord in writing the work carried out, material used or ordered and any other additional costs or disbursements incurred by The Agent howsoever and whosoever arising in respect thereof shall be immediately payable by the Landlord.

8. FORCE MAJEURE

Notwithstanding any other provisions contained in these conditions should the supply of the whole or any part of the Services contracted for be prevented or hindered by any cause or causes whatsoever beyond The Agent's reasonable control The Agent shall be entitled at its sole discretion to cancel the contract or to postpone or suspend any delivery or deliveries under the contract until such time as The Agent have deemed such cause or causes have ceased to operate. The Agent shall not be under any liability to the Landlord in respect of any such cancellation, postponement or suspension in respect of any matters beyond its reasonable control including and without limiting the foregoing any acts of God, legislation, war, fire, flood, drought or other natural calamity, failure of power supply, lock out, strike or other action taken by employees of The Agent or any of The Agent's suppliers or carriers or sub-contractors in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract or arising from any government act which directly or indirectly interrupt, prevent or hinder the due performance of the said contract.

9. CANCELLATION OF ORDERS

The Agent shall be entitled to full indemnity from the Landlord for all costs, losses and expenses incurred upon the Landlord cancelling any order or agreement which The Agent has accepted or negotiated on the Landlord's behalf. Agreements accepted by The Agent may not be cancelled by the Landlord without The Agent's prior written consent and in the event of such consent being given; The Agent reserves the right to charge a cancellation fee as a condition thereof. For the avoidance of doubt, The Agent shall be under no obligation to consent to the cancellation of any Order or other Agreement made by the Landlord.

10. CHANGES REQUIRED BY THE LANDLORD CAUSING LOSS OR EXPENSE TO THE AGENT

All and/or any losses, costs or charges incurred by The Agent due to changes required or made by the Landlord in the delivery of the Services from those set out in the agreement shall be immediately payable to The Agent by the Landlord and The Agent will be under no liability in respect of the Services unless agreed in writing by The Agent.

11. INDEMNITY AGAINST INFRINGEMENT OF PROPERTY RIGHTS

The Landlord will fully indemnify and hold The Agent harmless against any claim or liability in respect of any claim resulting from compliance with the Landlord's instructions either expressed or implied in connection with any property or the rights attaching to the same.

12. INDEMNITY AGAINST INFRINGEMENT OF LEGISLATION OBLIGATIONS

The Agent will always comply with its obligations in respect of any legislation (whether such legislation is subordinate or primary) and in particular strives to ensure that the services which are provided are not discriminatory (either directly or indirectly) contrary to legislation. The landlord will keep The Agent indemnified and harmless against any such claims that may be made against The Agent in respect of any alleged infringements of such legislation incurred by The Agent complying with the landlord's instructions and/or dealing with the landlord's property.

13. NOTICES AND OTHER MATTERS

Any notice required to be given by either party to the other under these conditions shall be in writing and addressed to that other party at its registered office or last known principal place of business or such other address as may at the relevant time be notified pursuant to this provision to the party giving the said notice.

14. No waiver by The Agent of any breach of the terms of the contract or these conditions by the Landlord shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Any provision of these conditions that may be held by any competent authority to be invalid or unenforceable in whole or in part will not render invalid such other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

16. The Agent reserves the right to sub-contract the performance of any obligations under these conditions to a sub-contractor of their choice.

17. LAW AND JURISDICTION

The law of England and Wales shall apply and the English or Welsh Courts shall have sole jurisdiction in respect of any claim or dispute in any way arising from the supply of services under these terms by The Agent to any customer in any part of the world.

INSTRUCTIONS TO PROCEED & FEE AGREEMENT IT IS HEREBY AGREED AS FOLLOWS:

1. The Agent have agreed to provide tenant introduction, rent collection and property management services for the Landlord and at the Landlord's request in return for the payments referred to above and set out in the schedule.

2. TERMS AND CONDITIONS OF BUSINESS

The Agent's Standard Term's & Condition's of Business (T's & C's) are attached and form part of this Agreement. Any amendment or addition to the T's & C's will apply so long as they are in writing. The Landlord confirms he has read the Conditions carefully and understands and accepts the same.

3. THE SERVICES

3.1.1. In consideration for the sums due under this Agreement The Agent agree to carry out where required all necessary advertising for tenants, preparation of Assured Shorthold Tenancy Agreements, to obtain references and, where necessary, to obtain credit searches against tenants.

3.1.2. At the Landlord's written request and cost, solely to provide rent collection and property management services to include the collection of monthly rent, computerised statement provision, arrangement for payment of rent directly to bank or building society or by cheque and to carry out inspection facilities by arrangement and to prepare inventories on occupation, to ensure the same are checked upon departure, to arrange submission of deposits to the Deposit Protection Service and end of tenancy deductions or return to tenant, provide estimates of repairs and ancillary services.

3.2. Where required, it may be necessary for the Landlord to meet the tenant and to sign and complete all statutory notices, sign all necessary tenancy agreements and any ancillary documents. The Agent shall not be responsible for any sums due to the Landlord where the Landlord has failed to sign necessary statutory notices, tenancy agreements or other documents such as (but not limited to) housing benefit documents necessary for the introduction of tenants. The Landlord undertakes to promptly complete all necessary documents and carry out all matters necessary at the request of The Agent.

3.3. The Agent agree to discuss with the Landlord and to approve a suitable tenancy regime which may include the provision of assured tenancy, assured shorthold tenancies or such other tenancies as requested by the Landlord from time to time.

3.4. For the avoidance of doubt, although every care will be taken in the preparation of necessary tenancy documents, The Agent will accept no legal responsibility for any errors, changes in legislation or policy which affect the tenancy or in respect of any matters in connection with the tenancies entered into between the Landlord and any tenant and it is for the Landlord to obtain his own independent legal advice with regard to the suitability or otherwise of the tenancies entered into and on any taxation or other financial consequences of entering into any tenancy agreement.

4. INSURANCE

It is the Landlord's responsibility to ensure that they have full and correct and effective building and contents insurance and to ensure that all insurance companies are notified of the letting of the property. The Agent accepts no responsibility whatsoever for any insurance product or policy that proves to be invalid as a result of any action or want of action by the Landlord, occupying tenant or any other person.

5. MORTGAGEES CONSENT

If the property subject to tenancy is subject to a mortgage it is the Landlord's responsibility to obtain necessary consents from the mortgagee in respect of any tenancies entered into and shall keep The Agent indemnified against any cost, claims, action or liability whatsoever in respect of any claims in connection therewith.

6. APPLIANCES, etc.

It is the Landlord's responsibility to ensure that all appliances, heating systems, fixtures and fittings are in full repair and are of satisfactory quality. Should any of the appliances, etc. supplied as part of the tenancy fail, it is the Landlord's responsibility to repair or replace as required. The Landlord shall indemnify The Agent in against cost, claims, action or liability whatsoever in respect of any claims in connection therewith. The Landlord also assumes full responsibility of ensuring that all fixtures fittings, furniture and systems comply with all necessary statutory requirements.

7. REPAIRS

7.1. Where requested by the Landlord, The Agent will arrange on a sub-contract basis for items of repair to be carried out at the tenanted property, however, no obligation to carry out such works will pass to The Agent. The Landlord accepts full responsibility for ensuring that the property is in full condition and repair. The Landlord shall fully indemnify The Agent in respect of any emergency or other repairs carried out at the tenanted property where authorised by the Landlord either verbally or otherwise.

7.2. Where the Landlord has requested to use their own nominated contractor, the Landlord must provide the Agent with the following documentation:

- a) Photo Identification of the contractor
- b) Valid certificate of Public Liability insurance
- c) Evidence the contractor is a member of a recognised and relevant approved governing body where applicable.
- d) Appropriate risk assessments and method statements in relation to the work they are instructed to undertake

If The Agent is not in receipt of any of the above, the Landlords nominated contractor cannot enter a tenanted property. The Agent reserves the right not to instruct the Landlords nominated contractor for any reason deemed appropriate.

8. OUTGOINGS

The Landlord accepts full responsibility to ensure and to make payment of all outgoing in respect of the property including (but not limited to) without prejudice to the foregoing all ground rent, maintenance charges, equipment and furnishing repairs, taxation, bank or building society charges, mortgagee charges, legal and surveying fees and/or associated costs and disbursements and any VAT thereon.

The Agent, on behalf of the Landlord, shall arrange for all gas, electricity, water rates, Council Tax to be paid by the tenant pursuant to the tenancy agreement but shall accept no personal responsibility in respect of payment of the same. For the avoidance of doubt The Agent's obligations hereunder shall be limited to the notification to the relevant utilities of the identity of the tenant and the date of commencement of the tenant's occupation of the property.

9. PAYMENT

The Landlord agrees to pay the fees set out in the Schedule annexed hereto (plus disbursements) in respect of the letting service along with any other sums that are due pursuant to the T's & C's.

10. WARRANTIES

The Landlord undertakes covenants and warrants with The Agent that:

- a) They have full power and title to enter into the tenancy agreement in respect of the tenanted property;
- b) They have full power and title to enter into this agreement.
- c) That the property is in full repair and fit for occupation and that all services and appliances have been checked and tested and are of suitable and satisfactory repair and condition.
- d) That they have made all necessary enquiries of all statutory bodies and authorities to ensure that the letting complies with all statutory obligations and that all relevant permissions and consents have been obtained.
- e) They have notified any lender and obtained their written consent to the tenancy agreement

11. TERMINATION / SUSPENSION OF THIS AGREEMENT

11.1. In the event that a tenancy under Essential or Premium Management comes to a natural conclusion and the tenant opts to vacate rather than renew, either party may terminate this agreement upon advising the other of the wish to terminate, effective immediately.

11.2. Where a Landlord chooses the Self Management Option, this Agreement will come to a natural end once the tenancy in question has commenced and all agreed services have been completed.

11.3. Either party may terminate this Agreement during an active tenancy upon giving the other three months' notice in writing.

11.4. The Agent shall be entitled to suspend their services under this Agreement if any sums due from the Landlord remain unpaid after 14 days of the date of demand and shall have no duty of care to the Landlord

during such suspension. On receipt of all monies owed in cleared funds The Agent shall immediately reinstate their services.

11.5. This Agreement will automatically terminate if the Landlord is in substantial breach of contract in respect of any terms of this Agreement with immediate effect upon receipt of notice in writing.

11.6. Upon termination by either party The Agent will prepare a schedule of deductions which itemised all outstanding sums due to The Agent from the landlord in respect of this agreement.

11.7. Any suspension or termination of this Agreement shall be without prejudice to any accrued claims or actions by one party against the other for antecedent breach of this Agreement.

PROPERTY SOURCING & ONGOING LETTING & MANAGEMENT SERVICE TERMS & CONDITIONS OF BUSINESS FOR PROPERTY SOURCING

1. DURATION OF THE PROPERTY SOURCING SERVICE

The minimum term of this instruction is 4 months (for property sourcing) from the start date and will continue beyond this date until cancelled by either party.

Once the property has been let, the duration of this agreement is for the total time of occupation of the tenant.

2. TERMINATION OF THE PROPERTY SOURCING SERVICE AGREEMENT & FEE ENTITLEMENT

This agreement may be cancelled by either party in writing giving 1 months' notice to either side at any time however the client acknowledges that we will be entitled to a commission fee if this instruction is terminated and the client goes on to exchange contracts on a property the details of which we have previously provided to the client, even if this property is later introduced through another agent within 12 months of the date this instruction was ended.

If no other estate agent is involved this time limit extends to 2 years.

If cancelled before the minimum instruction term of 4 months an administration fee will be charged for any reasonable costs incurred.

The client may be liable to pay more than one fee if:

- (a) The client has previously instructed another buying agent to find a property on their instructions and been introduced to the same property; or
- (b) The client instructs another buying agent to find a property on their instructions during the period of our agency.

3. BUY TO LET ADVISORY WORKSHOP

You will complete a buy to let consultation to explore the options in relation to which property rent well in an area, explore different rental markets, property types and locations as well as identify your objectives for rental property purchase.

4. PROPERTY SOURCING SERVICE

We will act on your instructions in good faith and based upon the criteria supplied by you as our client. We will select a number of properties from those available on the market and present such properties to you for your consideration and for you to select from.

For the Property Sourcing Service we will charge a percentage of the purchase price as quoted on the fee sheet attached and this fee will be subject to VAT at the prevailing rate and payable upon completion via invoice to your solicitor and to be settled from the final balance within 7 days of completion.

For the sourcing of properties suitable for HMO conversion a percentage of the purchase price as quoted on the fee sheet attached and this will be subject to VAT at the prevailing rate and will be payable upon completion via invoice to your solicitor and to be settled from the final balance within 7 days of completion.

Any Retainers charged upfront will be deducted from the final balance upon completion.

With all of the above services you authorise your solicitor to pay McCartan Lettings & Property Management Ltd the sum due plus VAT of the purchase price of any properties introduced by McCartan Lettings within seven days of completion of the purchase of the property.

For the avoidance of doubt, we will not offer financial advice in connection with the purchase or in relation to financial products to aid you in the purchase as we are not authorised to do so, you must seek the guidance of a financial advisor or mortgage broker.

We will not carry out a survey on any of the subject properties or the facilities they provide, it will be your responsibility to organise any surveys required.

We will NOT check the Lease for Leaseholder consent in relation to any lettings or works you may be planning to carry out at the property you will need to check this yourself through your solicitor.

We will not advise on local planning laws. Any consents required will need to be sought by yourself as and when applicable if you are planning to extend or change the use of a property.

We are members of the TPO (The Property Ombudsman) an adjudication organisation and we must adhere to its code of practice, which is available on the website www.TPO.co.uk

5. OFFERS PUT FORWARD TO THE CLIENT

For the avoidance of doubt, we wish to make the client aware that any offers put forward do NOT constitute a valuation and any figure we advise be put forward as an offer is given in good faith but is not based upon our formal valuation of the property.

Post offer and before completion

We will do the following:

- Monitor progress of the purchase.
- Assist where possible, as requested in writing.
- Report information deemed helpful to bringing the transaction to fruition.
- Keep the client informed of progress along with any professionals involved in the chain.

6. ONGOING LETTING & MANAGEMENT SERVICE

With all of the above services, you agree to McCartan Lettings & Property Management to undertake the letting and managing of the purchased property for a minimum term of 2 years or to the end of the initial tenants occupation, whichever is the later, and all the standard terms of our letting and management terms of business apply.

PLEASE RETURN THIS AGREEMENT, FOR US TO MARKET YOUR PROPERTY

MARKETING CONSENT	
I/we consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).	<input type="checkbox"/>
I wish the Agent to undertake the Tenant Find Only / Landlord Self-Management	<input type="checkbox"/>
I wish the Agent to undertake the Essential Management Service	<input type="checkbox"/>
I wish the Agent to undertake the Essential Management Service with Rent Guarantee & Legal Expense Cover (<i>highly recommended</i>)	<input type="checkbox"/>
I wish the Agent to undertake the Premium Management Service	<input type="checkbox"/>
I wish the Agent to undertake the Premium Management Service with Rent Guarantee & Legal Expense Cover (<i>highly recommended</i>)	<input type="checkbox"/>
I wish the Agent to undertake the Project Management Service	<input type="checkbox"/>

I wish the Agent to undertake the Landlord Rescue Service		<input type="checkbox"/>	
I wish the Agent to undertake the Property Sourcing Service		<input type="checkbox"/>	
I/we also confirm that we are the sole/joint owners of the property known as: <i>Please provide the full property address</i>			
Property availability date:			
Is the property leasehold?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, are there any restrictive covenants in the head lease?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
LANDLORDS DETAILS			
Landlord's Full Name: <i>Please list all named owners</i>			
Correspondence address:			
Contact telephone:		Day:	Eve:
		Mob:	Work:
E-Mail Address(es):			
Rent Smart Wales Landlord Registration No:			
BANK DETAILS			
Bank Name:			
Account Name:			
Sort Code:			
Account Number:			
Promo Code/Fee structure			
UTILITIES			
Water	Does the property have a water meter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Location of stop cock:			
Gas	Is there a Token/Card/Key meter for the gas?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Utility Company name:			
Electricity	Is there a Token/Card/Key meter for the electric?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Utility Company name:			
It is your responsibility to ensure that utility accounts are set up for the property which can then be transferred into the tenant(s) name(s) following occupation.			
ADDITIONAL SERVICES			
Do you require a Landlords Gas Safety Certificate?		Yes <input type="checkbox"/>	No <input type="checkbox"/>

<p><i>This is required by law for all rental properties in the UK. We cannot let your property without one. If you already have a valid certificate, this must be handed into our office no later than 7 days before a tenancy is due to start. Failure to provide us with a valid certificate will result in us ordering one for you and your account being charged.</i></p>		
<p>Do you require an annual service on your boiler?</p> <p><i>It is mandatory for all back boilers to have an annual service but is best practice for all boilers to have an annual service to reduce the risk of the boiler breaking down.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you require an Energy Performance Certificate?</p> <p><i>This is required by law for all rental properties in the UK. We cannot let your property without one.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you require an Electrical Condition report?</p> <p><i>All managed properties from January 2015 will require an electrical condition report. From 23rd November 2015, the Housing (Wales) Act 2014 codes of conduct recommend ALL properties have an electrical condition report undertaken.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you require a Legionella Risk Assessment report?</p> <p><i>You may opt out of having a report undertaken, but by doing so you confirm you have read and understood the HSE landlord responsibilities. There is a legal duty for landlords to assess and control the risk of exposure to legionella bacteria, but Health and Safety law does not require landlords to produce or obtain, nor does HSE recognise, a 'Legionnaires testing certificate'.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you require the Agent to obtain Proof of Ownership?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you require an inventory?</p> <p><i>It is mandatory for all managed properties to have an independent inventory service on the property.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you wish to have a 'To Let' board?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Do you need a competitive quote for your buildings/contents insurance?</p> <p><i>Opt in to receive a call from Eastside Insurance.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ADDITIONAL INFORMATION AND REQUIREMENTS		
<p>PLEASE PROVIDE DETAILS OF ANY WARRANTIES, GUARANTEES or SERVICE ARRANGEMENTS: <i>e.g. British Gas Cover, policy no:</i></p>		
(Copies of Agreements must be enclosed or Agreement Number provided)		
<p>Will you consider Pets at the property? <i>Please specify:</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Please let us know if you have any other requirements:</p>		
SELF-MANAGEMENT LANDLORDS		
<p>Would you like Rent Protection & Legal cover?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Rent Smart Wales Landlord Licence No: www.rentsmart.gov.wales</p>		
<p>Deposit Protection Service Landlord ID no – Custodial Scheme: www.depositprotection.com</p>		
<p>Please specify duration of tenancy, if any:</p>	6 Months <input type="checkbox"/>	12 Months <input type="checkbox"/>
I AM / WE ARE ATTACHING THE FOLLOWING:		
<p>Photo Identification (Photo Driving License or Passport)</p>	<input type="checkbox"/>	

Proof of Ownership	<input type="checkbox"/>
Landlords Gas Safety Certificate	<input type="checkbox"/>
Electrical Safety / Condition report	<input type="checkbox"/>
Legionella Risk assessment report	<input type="checkbox"/>
Warranties / guarantees relating to the property	<input type="checkbox"/>
Instruction manuals for appliances left in the property (eg. Boiler, cooker)	<input type="checkbox"/>
Copy of current buildings and contents insurance certificate	<input type="checkbox"/>
AGENT DETAILS	(Provision of Services Regulations 2009)
<p>McCartan Lettings & Property Management Ltd 436 Gower Road Killay Swansea SA2 7AJ 01792 430100 info@mccartanlettings.co.uk www.mccartanlettings.co.uk</p> <p>Registered in England & Wales. No. 07370786 VAT Registered 973574871 Rent Smart Wales Licence No. #LR-75002-20352 The Property Ombudsman Membership No. L00012 Safeagent Licence No. A2121 Professional Indemnity Insurance: Kerry London – Policy No. HU P16 9104835</p>	
I/We certify that the information provided here is true to the best of my/our knowledge and I/we understand this will be relied upon in the marketing and letting of my/our property.	<input type="checkbox"/>
I/We confirm that I/we have read and understood the Agency Agreement provided by McCartan Lettings & Property Management Ltd and accept the Terms of Business therein	<input type="checkbox"/>
(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)	
Signed:	Date:
Signed:	Date:
Signed on behalf of the Agent:	Date:

NOTICE OF THE RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The right to cancel only applies if the Landlord enters into an agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

Information for Landlords:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered into.

To exercise the right to cancel, you must inform the Agent at *[Insert address, tel, fax and email]* of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**
Cancellation Notice to be Included in Notice of the Right to Cancel

CANCELLATION NOTICE

To:

Insert Agent's name, address, fax number and email address

I/We* hereby give notice that I/we* wish to cancel my/our* contract:

Agent to insert reference number, property address or other details to enable the contract to be identified. He may also insert the name and address of the consumer

Name and Address:

Signed:

Date:

**delete as appropriate*