

# Lettings Service Agreement

**MANSELL  
McTAGGART**

Trusted Since 1947

Dear Client

Once this document (agreement) is completed and signed by you, and we have signed it or commenced the provision of our services, it will be a binding contract relating to the residential letting services.

This Agreement provides a summary of our Services. Please read this Agreement carefully and then complete the section headed "SERVICES". Should you have concerns about our Services at any time please let us know at once.

## Full Management Service

### Step 1 - Finding a Tenant

We will advise and agree a suitable rent for the property and register your property on [rightmove.co.uk](https://www.rightmove.co.uk), [zoopla.co.uk](https://www.zoopla.co.uk) along with our own website [mansellmctaggart.co.uk](https://mansellmctaggart.co.uk). At this stage, if it is appropriate and with your agreement, a 'To Let' board will be erected. An Energy Performance Certificate (EPC) must be available to start marketing. We will not allow a tenant to move in without this and we are able to arrange this for you for an additional charge.

### Step 2 - Tenant Referencing and Right to Rent Checks

By now, we will have agreed terms with you and discussed the prospective tenants. These tenants will now be referenced, including credit checks, landlord and employment references and the results discussed with you. During this period, safety checks will need to be arranged/booked in to ensure the property is ready for tenants to move in. We will have discussed this with you at valuation stage and these include a Gas Safety Certificate, EICR (Electrical Inspection Condition Report), smoke alarms, carbon monoxide detectors and PAT Testing. Again, we can arrange these services for you, should you wish for an additional charge.

### Step 3 - Tenancy Agreements

The standard term will be a 12 month tenancy agreement with a 6 month break clause (giving both you and the tenant the option to terminate the tenancy at month six). The Tenancy Agreement will be signed by both parties and accompanied by the Government's "How to Rent document".

### Step 4 - Deposit & Month 1

The first month's rent will be taken along with a security deposit (5 weeks rent). The deposit will be held in a government approved tenancy deposit scheme, and we will serve the required notice upon the tenant and comply with the initial requirements of the deposit scheme on your behalf.

### Step 5 - Inventory

An inventory will be prepared by an independent inventory company which will include the contents and condition of the property. We recommend that a property be professionally cleaned so that this can be recorded on the inventory before the tenant moves in. We will invoice you for the fees incurred at the start and end of the tenancy as set out in the "Additional Charges".

## Step 6 - Transfer

The rent will be transferred to your bank account after deduction of fees and expenses. There may be a further charge for transferring to non-UK bank accounts (see additional charges).

Statements are sent by email. A working float will be deducted from the initial rent and held as a reserve for the term of the tenancy. Our standard float is £200 although if up-front rent has been taken e.g. 6 months upfront, we will take a float of £500. (The Guide explains what steps we will take if rent is not paid on time). Please see the “Insurance” section for the cover available for loss of rent and legal expenses.

## Energy Performance Certificates EPC & Safety Checks

A valid, in-date EPC must be available before the property is advertised. As from 1st April 2018 you cannot let a property with a ‘F’ or ‘G’ EPC rating. Your ability to recover possession is prejudiced if an EPC is not provided to the tenant before the tenancy commences. An EPC is valid for 10 years so will need to be renewed and provided to your tenant if it expires before the tenancy ends. We can provide an EPC for you at an additional charge. Before the start of a tenancy the following items must be in place:



Gas Safety Certificate.



Electrical Inspection Condition Report (EICR) -  
a safety certificate for portable electrical appliances (PAT).

Where any of the above are not available we can arrange it for you at an additional charge.

## Property Visits

We will carry out the first property visit at month three of the tenancy and from then on, every six months provided that we are given access. A report will be sent to you advising of any concerns or works required. Our visit is a visual check.

## Repairs & Maintenance

Whilst carrying out property visits or by report from the tenant we will advise you of any maintenance or replacements required at the property and can arrange up to a limit of £200 excluding vat if the work is urgent, assuming we are holding sufficient funds. Also, if requested by you we will obtain quotations and instruct contractors. We will endeavour to use suitably insured contractors.

## Vacant Periods

We do not have any responsibility for your property during vacant periods unless you select our “empty property services”. Additional charges apply.

## Expiry of Fixed Term Period

On your written instructions we can advise you of your options at the end of a fixed term. The tenancy can be allowed to continue on a periodic basis, or we can negotiate a new tenancy, or serve notices to terminate the tenancy or to increase the rent. Our relevant fees can be found in “Additional Charges”.

### Rent Collection Service

This service allows you to manage the property yourself but with the benefit of our marketing, tenant find, referencing and paperwork preparation. We will collect the initial monies, rent, deposit and continue to collect the rent on a monthly basis. The initial set up with this service mirrors the Fully Managed Service and covers Steps 1 to 6 (a working float is not taken with this service).

The following clauses of Full Management service apply:

- Finding a Tenant
- Tenant References (including only the initial 'Right to Rent' checks)
- Tenancy Agreement & 'How to Rent' document
- Collection of initial rent and Deposit
- Rent Processing
- Safety Checks and EPC
- Expiry of Fixed Term Tenancy.

### Tenant Introduction Service

This service gives you the ability to manage the property and tenancy yourself but with the peace of mind of having a fully referenced tenant and all legal processes in place. The initial setup with this service mirrors the Fully Managed Service and covers Steps 1 to 6 (a working float is not taken with this service).

The following clauses of Full Management service apply:

- Finding a Tenant
- Tenant References (including only the initial 'Right to Rent' checks)
- Tenancy Agreement & 'How to Rent' document
- Collection of initial rent and Deposit
- Safety Checks and EPC
- Expiry of Fixed Term Tenancy.

The following terms and conditions govern the contractual relationship between us. Please read them carefully.

## 1 Consent To Let

You confirm that you are the owner of the property and have all necessary consents and authority to enter into a tenancy agreement.

## 2 Safety Regulations

By entering into this contract, you warrant to us that the condition of the property and its contents does not represent a risk to the tenant, that the property complies with any relevant legislation or regulation, and that all relevant satisfactory safety certificates or assessments have been provided. We may suspend the Services where the above is not complied with but by continuing we do not make any assurance that the above matters have been complied with.

## 3 Verification of Identity

We are not permitted to start our Services without verifying your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. You will provide us with photographic identification and proof of residency.

## 4 Insurance Claims

Financial Conduct Authority (FCA) regulations prevent us from handling any building or contents insurance claims. We can submit claims under Rent and Legal Protection insurance.

## 5 Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 introduced a new system for local authorities to assess housing conditions in England and Wales and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects.

Homes (Fitness for Human Habitation) Act 2019 - In England this Act gives tenants the right to take direct legal action against their landlord if their property is in such poor condition that it is not fit for human habitation. At the beginning and throughout the duration of a tenancy, they can seek damages plus request that the property is brought up to a good state or repair. We may suspend the Services where the above is not complied with but by continuing we do not make any assurance that the above matters have been complied with.

## 6 Assured Shorthold Tenancy Deposit (Deposit)

Non-compliance with the law relating to Deposits has very serious consequences. Where you have not chosen the full Management service, we will only arrange for a tenant to pay the deposit directly to you where we are satisfied of your membership of the Deposit Protection Scheme (DPS) or an approved insurance backed scheme. If the tenant pays the deposit to us by mistake we will only account to you by a direct payment to the Deposit Protection Scheme or after sight of your certificate for an insurance backed scheme. Under our full Management service we can handle deposit claims and disputes for which there are Additional charges. Otherwise, this will be your responsibility.

The Tenant Fees Act 2019 has restricted the level of deposit that can be taken, which is now 5 weeks rent, (6 weeks if rent exceeds £50,000 p.a.)

## 7 Consent to use personal information

You permit us to use and disclose your personal information for the purposes of providing the Services. You agree that all information which you provide will be correct and not misleading. This will not extend or limit your protection under the Data Protection Act 1998. You will notify us promptly of any change of address so that we may comply with the statutory requirement to advise the tenant.

## 8 Ending at Tenancy

If instructed, we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy. This will incur an Additional Charge if you have not chosen the Full Management Service.

## 9 Termination of our Services

Our Full Management or Rent Collection service may be terminated by 3 month written notice by either party. Termination does not affect any warranties, assurances or indemnity you have given us. Either party may terminate if the other party fails to remedy promptly any breach of this Agreement.

## 10 Withdrawal Costs

If you accept a formal offer from a prospective tenant but then withdraw, you will indemnify us for all costs and expenses we have incurred.

## 11 Third Party Suppliers and Tenant Services

We may receive fees or commission from tenants or contractors introduced by us where it is lawful for us to do so.

## 12 Housing Benefit

In the event any housing Benefit, Universal Credit or other form of Benefit which has even paid to you in our normal rental processing, is subject to "Clawback" or any other mandatory repayment made by the Local Authority you agree to repay these monies and you indemnify us against any loss or expense.

## 13 Other Relevant Legislation

'The Contracts (Rights of Third Parties) Act 1999' This Agreement will not be enforceable by any third party.

'Right to Rent' checks under the Immigration act 2014 and 2016, we will not put the tenancy in place where a clear Right to Rent check is not available. For Rent Collection and Tenant Find we only take responsibility for the initial Right to Rent checks, and any subsequent checks that are required remain your responsibility as landlord.

## 14 Jurisdiction

This agreement is made in England and Wales and shall be subject to the law and courts of England and Wales.

## 15 Our rights to withdraw

We reserve the right to refuse to accept, or to terminate your instructions if you have not obtained consent to sub-let the property from any superior landlord or lender, if you have not informed us of any special requirements in respect of the property, if you have not obtained any necessary licence, registration or planning consent, or if your property fails to comply with any of the following, which remain your responsibility:

- Furniture and furnishing (Fire) (Safety) Regulations 1988 (as amended)
- Gas Safety (Installation and Use) Regulations 1998
- The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 Electrical Equipment (Safety) Regulations 1994
- Part-P Building regulations (electrical Safety in Dwellings)
- Building Regulations (smoke alarm) 1991
- Management of HMOs (England) Regulations 2006
- Housing Act 2004
- Licensing of Houses in Multiple Occupation
- The requirement for a periodic wiring report for all types of Houses in Multiple Occupation
- The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Homes (Fitness for Human Habitation) Act 2019
- Tenant Fees Act 2019
- The requirement for a safety assessment and suitable remedial action in relation to the legionella bacteria
- Any other statutory or regulatory provision that is the statutory responsibility of the landlord.

If you do not choose our Full Management service then you have a legal responsibility to ensure that the renewal of any gas safety record (and periodic inspection report, where applicable) is carried out within the statutory time limits.

Where we are providing Full Management or Rent Collection we will inform you if we become aware of any failure to comply with the above listed requirements and we reserve the right (but without any obligation) at our discretion, to arrange the necessary work at our expense.

#### UK General Data Protection (UKGDPR)

We take our responsibilities regarding your personal data very seriously. For further details, please refer to the Privacy Notice accessible from the home page of our website <https://www.mansellmctaggart.co.uk/privacy-policy-and-notice/#crawley>

#### 16 Our Responsibility

We will make all reasonable efforts to provide the Services to a satisfactory standard and in a timely manner.

- Any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty.
- We shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party.
- We shall not be liable to you in respect of any claims made by a third party relating to the property or the letting (unless caused by our negligence) and you will indemnify if any such claim is made against us.
- Our services shall not be taken as imposing any obligation upon us to enforce collection of rent or other charges payable by the tenant or a third party.
- In no circumstance shall we be liable for any indirect consequential or economic loss or expense.

## 17 Your Responsibility

- You accept liability without limit for death or personal injury which is due to your negligence.
- You shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents.
- You shall pay (or shall repay) us any costs howsoever arising in relation to the arbitration of the deposit.
- You accept responsibility for any works undertaken by contractors whom you instruct or whom we instruct on your behalf (including where we give instructions in our discretion) and for payment of the contractors.
- You warrant that the property complies with all regulatory and statutory requirements.

## 18 Assignment

We may assign, or otherwise dispose of any of our rights and/or obligations under this contract.

## 19 Electronic Documentation

Contracts which have been signed and delivered electronically (either by fax, email, scanning or website authentication) are binding and admissible in evidence. For convenience, we may ask you, the tenant or any prospective tenants(s) to sign documentation electronically.

## 20 Legal Services

We do not provide Legal Advice. The Rent and Legal Protection insurance that we offer provides a contribution for Legal expenses.

# Fees & Charges

**MANSELL  
McTAGGART**

Trusted Since 1947

Subject to other provisions of this Agreement our fees become payable upon a tenant introduced by us entering into a tenancy. For this purpose a tenant will be treated as introduced by us if they are introduced by or have been sharing occupation with a tenant introduced by us.

## Fees

<b>Full Management</b>	10% of rent payable
<b>Rent Processing</b>	8% of rent payable
<b>Tenant Introduction</b>	8% of projected rent for the tenancy

These fees are subject to a minimum fee of £600 per tenancy.

Fees for Full Management & Rent Collection can be paid in advance, or monthly for the full term of the tenancy at the relevant percentage of the monthly rent payable. The fee for Tenant Introduction is due in full at the commencement of the tenancy. Any fee due will be deducted by us from monies received from the tenant but any sum due which is not recovered in that way must be paid by you immediately. If you arrange to take rent direct from the tenant any unpaid balance of our fee becomes payable immediately.

If the tenant defaults, no part of any fee payable in advance will be refunded and fee instalments will remain payable to the end of the stated contractual term of the tenancy. However, after a default, our fee for introducing a new tenant will give credit for any Tenant Introduction fee paid previously to the extent it relates to a period covered by the new introduction.

If you terminate our Services as provided in section 9 of our 'Terms and conditions' or if we terminate in reliance upon your breach, you will be required to pay an instalment s of our fees due up to the termination taking effect, together with whichever is the greater of a) our minimum fee, and b) the fee for Tenant introduction which would have been applicable to the tenancy if you had chosen that service, less, in either case, the total fees paid to us to the date of termination.

## Fees Relating to Periodic Tenancies, Renewals and Extensions

Upon the tenancy becoming a statutory periodic tenancy (tenant remains without a new agreement) our fees, calculated as agreed in respect of the original letting will be due annually in advance within 14 days of invoicing, together with the periodic administration fee. If the tenancy is extended/renewed by a new fixed term this will incur a fee, calculated and payable as agreed in respect of the original letting together with the tenancy agreement preparation fee.

## Statutory Information

Our Services will be property services including Lettings and Management. The total price of these services, or where that cannot be stated in advance, the method for calculating the total price is set out in this agreement.

Where any additional charges applies the amount will be notified to you prior to its being incurred.



Our legal obligation is to provide these services according to the terms of the written agreement. Your legal obligation is to observe the terms of this written agreement for the duration of the written agreement and beyond it (where certain of your obligations survive even after the written agreement is terminated or cancelled).

### Additional Charges

Initial Charges	Without VAT	Including VAT
Energy Performance Certificate (EPC)	£65.00	£78.00
Tenancy Agreement Preparation	£200.00	£240.00
Tenant Referencing (per tenant)	£45.00	£54.00
Tenant Right To Rent	£10.00	£12.00
Negotiating addenda to tenancy agreement	£50.00	£60.00
Inventory preparation at start of tenancy	POA included in setup fee	
Inventory check at end of tenancy	POA	

Deposit	Without VAT	Including VAT
To process a claim with the DPS where we provide Full Management	£50.00	£60.00
To process a claim with the DPS where we do not provide Full Management	£200.00	£240.00

Renewals	Without VAT	Including VAT
Renewal fixed term tenancy agreement preparation charge, managed	£100.00	£120.00
Fee to process a 'Change of Sharer' to include tenancy agreement	£100.00	£120.00

<b>General</b>	<b>Without VAT</b>	<b>Including VAT</b>
Additional property visits, per visit	£25.00	£30.00
Repairs (full management only). When the net cost of works exceeds £750.00+vat and an estimate is necessary - based on the total net invoice of works	10%	12%
Arrange redecoration/refurbishment (full management only) - based on the total net invoice of works	10%	12%
Court attendances - per day or part thereof	£200.00	£240.00
Service of Section 13 Notice (rent increase notice for a statutory periodic assured short-hold tenancy)	£50.00	£60.00
Service of Section 21 Notice or Notice to Quit (not with full management or rent collection)	£50.00	£60.00
Arrange Legionella risk assessment	£55.00	£66.00
Annual income & expenditure report	£70.00	£84.00
Fees for payments to a non-UK bank account per transaction	£25.00	£30.00

# Services

Mansell McTaggart cannot proceed with the Services until you have completed, signed and dated this Agreement. The Agreement takes effect when we have signed it or when we commence provision of our Services, whichever is the sooner.

Full address of property to be let

Allocated parking space

Landlord 1 (full name)

Landlord 2 (full name)

	Landlord	Landlord Representative
Daytime Tel		
Mobile		
Email		

Address for correspondence during the tenancy

I/We require the Full Management Service

☐

(Tick)

Advance

%

Monthly

I/We require the Rent Collection Service

☐

(Tick)

Advance

%

Monthly

I/We require the Tenant Introduction Service - 8% fee as per our Terms of Business

☐

(Tick)

£

Please instruct on my/our behalf an Inventory Clerk to compile an inventory and schedule of condition at a cost of \*

☐

(Tick)

£

To include Inventory, Tenancy Agreement,  
Registration of Deposit, Check-out

**Request to start contract immediately**

☐

(Tick)

I/We acknowledge that I/we may postpone the start of the contract, but I/we hereby request that you start the contract and your services immediately and I/we have initialled the box to confirm this request. I/We acknowledge and accept that in the event of our cancelling the contract within the Cancellation Period as described in the Section "Right to Cancel", the total price, fees or charges for Services you have provided may be payable in full.

Address for correspondence during the tenancy

Gas Safety Certificate

☐

No gas at  
property

☐

Agent

☐

Landlord to provide (already  
supplied)

**NB: We cannot proceed with any let unless we hold a valid gas safety record**

Electrical: Portable Appliance Testing (PAT)

☐

Us to  
provide

☐

Landlord to  
provide

☐

Neither

Electrical: Electrical Installation Condition Reports (EICR)

☐

Us to  
provide

☐

Landlord to  
provide

- 1 I/We declare that I/we have read and fully understand this Agreement and the Additional charges.
- 2 I/We declare that I/we am/are sole/joint owner(s) of all the property.
- 3 I/We declare that I/we have obtained all necessary consents to let the property. I/we declare that there is no reason known to me/us why I/we should not let or offer to let the property.
- 4 I/We confirm that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) do and will comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) Amendment Regulations 1993.
- 5 I/We confirm that all gas appliances supplied within the property comply with the Gas Safety (Installation & Use) Regulations 1998.
- 6 I/We confirm that all electrical installations and appliances within the property comply with the Electrical Equipment (Safety) Regulations 1994.
- 7 I/We acknowledge that the letting services you perform now may benefit me/us in the future if the tenancy renews or extends and therefore you may charge renewal commission on these events.
- 8 I/We declare that for the duration of the tenancy I/We will be resident in the UK for tax purposes and will immediately notify Mansell McTaggart Lettings if I/We become non-resident in the UK for tax purposes.

# Accounts

Address for correspondence during the tenancy

Name of bank and branch

Sort code

Account number

Account holder

Landlord signature

Print name

Date of birth

Agent signature